

AGENDA

BOARD OF MAYOR AND ALDERMEN

April 19, 2005

**7:30 PM
Aldermanic Chambers
City Hall (3rd Floor)**

1. Mayor Baines calls the meeting to order.
2. The Clerk calls the roll.
3. Presentation by Mayor Baines proclaiming Vietnam Veterans Recognition Week.

CONSENT AGENDA

4. Mayor Baines advises if you desire to remove any of the following items from the Consent Agenda, please so indicate. If none of the items are to be removed, one motion only will be taken at the conclusion of the presentation.

Informational – to be Received and Filed

- A. Communication from Comcast submitting the franchise fee payment for the 1st quarter of 2005 in the amount of \$298,581.89.
- B. Communication from Comcast advising the launch of PBS Kids Sprout On Demand and on May 12, 2005 HBO will only be available as part of the Digital Cable Channel lineup.

REFERRALS TO COMMITTEES

COMMITTEE ON FINANCE

- C. Communication from the Director of Parks, Recreation and Cemeteries advising of anticipated shortfalls in the general fund salary and restricted line items in the FY05 budget.

D. Resolutions:

“Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of One Million One Hundred Seventy Eight Thousand Five Hundred Eighty Four Dollars (\$1,178,584) for various Homeland Security & Hazardous Material Projects.”

“Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Five Thousand Dollars (\$5,000) for the 2005 CIP 214205 Endowment for Health – Health Link Program.”

“Amending the FY2004 and 2005 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Eighty Six Thousand Eight Hundred Fifty Two Dollars and Ninety Five Cents (\$86,852.95) for the 2005 CIP 510005 Park Facilities Improvement Program.”

“Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Two Hundred Sixty Thousand Dollars (\$260,000) for the 2005 CIP 710205 Public Works Infrastructure Program.”

“Authorizing the Finance Officer to effect a transfer of Fifty Thousand Dollars (\$50,000.00) from Contingency to Environmental Protection Division – Fuel Oil.”

REPORTS OF COMMITTEES

COMMITTEE ON BILLS ON SECOND READING

E. Recommending that Ordinances:

“Amending Sections 33.024, 33.025 & 33.026 (Ski/Aquatics Maintenance Worker) of the Code of Ordinances of the City of Manchester.”

“Amending Sections 33.024, 33.025 & 33.026 (Waste Water Treatment Plant Operator Trainee) of the Code of Ordinances of the City of Manchester.”

ought to pass.

F. Recommending that Ordinance:

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

ought to pass as amended.

G. Recommending that Ordinance:

“Amending Chapter 52: Sewers of the Code of Ordinances of the City of Manchester by amending Section 52.160(A)(2), Sewer Rental Charges and Section 52.161 Septage Service Charge by increasing the user charges and septage service charges in the City of Manchester.”

ought to pass.

H. Recommending that Ordinance:

“Amending Chapter 71: Snow Emergency Regulations, Sections 71.03 and 71.99 of the Code of Ordinances of the City of Manchester increasing the penalties for violation of snow emergency winter parking.”

ought to pass.

COMMITTEE ON COMMUNITY IMPROVEMENT

- I.** Recommending that the Board authorize acceptance and expenditure of funds in the amount of \$1,178,584 for various Homeland Security & Hazardous Material Projects, and for such purpose a resolution and budget authorizations have been submitted.
- J.** Recommending that the Board authorize acceptance and expenditure of funds in the amount of \$5,000 for 2005 CIP 214205 Endowment for Health – Health Link Program, and for such purpose a resolution and budget authorization has been submitted.
- K.** Recommending that the Board authorize transfer and expenditure of funds in the amount of \$86,852.95 for 2005 CIP 510005 Park Facilities Improvement Program, and for such purpose a resolution and budget authorizations have been submitted.
- L.** Recommending that the Board authorize acceptance and expenditure of funds in the amount of \$260,000 for 2005 CIP 710205 Public Works Infrastructure Program, and for such purpose a resolution and budget authorization has been submitted.
- M.** Recommending that a petition to discontinue a portion of Gay Street be referred to a Road Hearing to be scheduled at a later date by the Office of the City Clerk.

- N. Recommending that a petition for dissolution of Madison Street be referred to a Road Hearing to be scheduled at a later date by the Office of the City Clerk.
- O. Recommending that the Goffstown Babe Ruth Baseball League be allowed to acquire the former "Singer Field" lights at a cost of \$15,000.
- P. Advising that they have approved acceptance of a new trailer from Ron's Toy Shop for use by the Manchester Police Mounted Patrol Unit.

COMMITTEE ON FINANCE

- Q. Recommending that a report of the Committee on Administration regarding the proposed agreement with MCAM be approved with amendments as enclosed herein.

COMMITTEE ON TRAFFIC/PUBLIC SAFETY

- R. Advising that it has approved an Ordinance:

"Amending Chapter 70: Motor Vehicles and Traffic of the Code of Ordinances of the city of Manchester by amending Section 70.40 Towing by increasing the towing fees."

and recommends same be referred to the Committee on Bills on Second Reading for technical review.

- S. Recommending that regulations governing standing, stopping, parking and operation of vehicles be adopted and put into effect when duly advertised and posted.

LADIES AND GENTLEMEN, HAVING READ THE CONSENT AGENDA, A MOTION WOULD BE IN ORDER THAT THE CONSENT AGENDA BE APPROVED.

5. Nominations to be presented by Mayor Baines, if available.
6. Mayor Baines advises that a motion is in order to recess the regular meeting to allow the Committee on Finance to meet.
7. Mayor Baines calls the meeting back to order.

OTHER BUSINESS

8. Report of the Committee on Finance, if available.
Ladies and Gentlemen, what is your pleasure?
9. Communication from Fred Rusczek, Public Health Director, requesting an unpaid leave of absence on behalf of Patricia Turcotte, RN, BSN, for a period anticipated to be four to eight weeks to tend to family matters out-of-state.
Ladies and Gentlemen, what is your pleasure?
10. Warrant to be committed to the Tax Collector for collection under the Hand and Seal of the Board of Mayor and Aldermen for the collection of sewer charges.
(Note: Clerk to present amount at meeting.)
Ladies and Gentlemen, what is your pleasure?
11. Resolutions: **(A motion is in order to read by titles only.)**

“Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of One Million One Hundred Seventy Eight Thousand Five Hundred Eighty Four Dollars (\$1,178,584) for various Homeland Security & Hazardous Material Projects.”

“Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Five Thousand Dollars (\$5,000) for the 2005 CIP 214205 Endowment for Health – Health Link Program.”

“Amending the FY2004 and 2005 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Eighty Six Thousand Eight Hundred Fifty Two Dollars and Ninety Five Cents (\$86,852.95) for the 2005 CIP 510005 Park Facilities Improvement Program.”

“Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Two Hundred Sixty Thousand Dollars (\$260,000) for the 2005 CIP 710205 Public Works Infrastructure Program.”

“Authorizing the Finance Officer to effect a transfer of Fifty Thousand Dollars (\$50,000.00) from Contingency to Environmental Protection Division – Fuel Oil.”

A motion is in order that the Resolutions pass and be enrolled.

12. NEW BUSINESS

- a) Communications
- b) Aldermen

13. If there is no further business, a motion is in order to adjourn.

A



RECEIVED
MANCHESTER CITY CLERK

Comcast Cable Communications, Inc.
460 Amherst Street
Nashua, NH 03063
www.comcast.com

'05 APR 14 A11:08

April 13, 2005

Mayor and Aldermen
City of Manchester
One City Hall Plaza
Manchester, N.H. 03101

Dear Mayor and Aldermen:

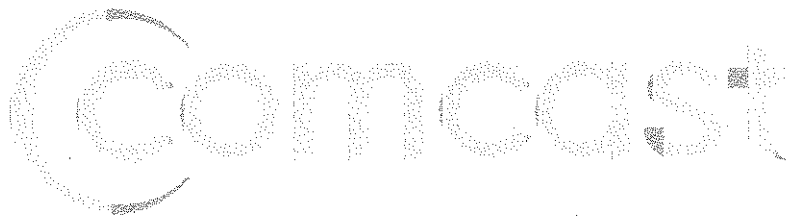
Enclosed is the Comcast franchise fee payment for the first quarter of 2005, along with a backup detailed accounting sheet. If you have any questions regarding this payment, please feel free to contact me at 603-889-1363 ext. 3014.

Sincerely,

Bryan Christiansen
Manager of Government & Community Relations

Enclosed:

Check number: 239447435, \$298,581.89





COMCAST FINANCIAL
AGENCY CORPORATION
A Comcast Cable Communications Group Company
Eastern Division
200 Cresson Blvd.
Oaks, PA 19456

REMITTANCE ADVICE

No. 239447435 **A**

Date : 11-APR-05

Vendor Name : MANCHESTER CITY OF

Vendor No. : 154772

INVOICE NO.	INVOICE DATE	DESCRIPTION	DISCOUNT AMOUNT	NET AMOUNT
040605FF	06-APR-05 ✓	2-MARC L	0.00	✓ 298,581.89
TOTAL			0.00	298,581.89

THE FACE OF THIS DOCUMENT HAS A MULTI COLORED BACKGROUND - NOT A WHITE BACKGROUND



COMCAST FINANCIAL AGENCY CORPORATION
A Comcast Cable Communications Group Company
Eastern Division
200 Cresson Blvd.
Oaks, PA 19456



Bank One, NA
Columbus, OH

NO. 239447435

56-1544 / 441
644359333

Date 11-APR-05
Void After 180 Days

\$ ****298,581.89

Pay Two Hundred Ninety-Eight Thousand Five Hundred Eighty-One Dollars
And 89 Cents*****

Authorized Signature

Authorized Signature

To
The
Order
Of
MANCHESTER CITY OF NH
ONE CITY HALL PLAZA
OFFICE OF THE MAYOR
MANCHESTER, NH 03101
United States

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

A

COMCAST
NORTHEAST REGION

CITY OF MANCHESTER
Period: 01/01/05 - 03/31/05

Totals

Totals By Service:

Basic Service Revenue	\$ 4,311,797.24
Pay Service Revenue 1	\$ 738,317.17
Other Unregulated Revenue 2	\$ 488,814.06
Digital Revenue	\$ 493,466.93
Late Fee Revenue	\$ 34,127.65
Subtotal	<u>\$6,066,523.05</u>

Totals By Non Service:

Leased Access Revenue	\$ 37,518.56
Less Bad Debt	\$ (132,403.88)
Subtotal	<u>(\$94,885.31)</u>

Total Gross Revenue **\$5,971,637.74**

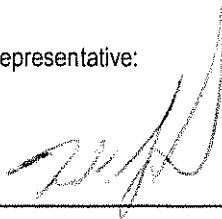
Franchise Fee 1Q 05 (5%) **\$298,581.89**

Franchise Fee 1Q 05 Due **\$298,581.89**

- 1 - Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.
2 - Other Unregulated includes converter, remote, installation, TV Guide,
wire maintenance and other misc. billing adjustments.

(If you have any questions regarding this payment, please call Marc Lockard at 610-650-1039).

Authorized Comcast Representative:



Date: 4/7/05

FORM B : COPY FOR TOWN (SUMMARY)

A

SYSTEM NAME: COMCAST OF NEW ENGLAND

FRANCHISE NAME: CITY OF MANCHESTER, NH

PAID TO: CITY OF MANCHESTER

TERM: 2005 QUARTERLY

Type	REVENUE Category	JAN 05	FEB 05	MAR 05	Total 1st Qtr
Service	Basic Revenue	\$ 1,419,360.03	\$ 1,440,221.79	\$ 1,452,215.42	\$ 4,311,797.24
Service	Premium / Pay Revenue	\$ 240,135.10	\$ 257,896.28	\$ 240,285.79	\$ 738,317.17
Service	Other Unregulated Revenue	\$ 160,180.19	\$ 168,463.16	\$ 160,170.71	\$ 488,814.06
Service	Digital Revenue	\$ 160,384.36	\$ 165,356.82	\$ 167,725.75	\$ 493,466.93
Service	Late Fee Revenue	\$ 15,371.35	\$ 9,777.83	\$ 8,978.47	\$ 34,127.65
SUB TOTAL SUBSCRIBER REVENUE		\$ 1,995,431.03	\$ 2,041,715.88	\$ 2,029,376.14	\$ 6,066,523.05
Non Service	Home Shopping Network	\$ -	\$ -	\$ -	\$ -
Non Service	Advertising Revenue (Local)	\$ -	\$ -	\$ -	\$ -
Non Service	Advertising Revenue (National)	\$ -	\$ -	\$ -	\$ -
Non Service	Advertising Revenue (Regional)	\$ -	\$ -	\$ -	\$ -
Non Service	Leased Access Revenue	\$ 12,975.26	\$ 12,537.70	\$ 12,005.60	\$ 37,518.56
Non Service	Bad Debt	\$ (39,977.92)	\$ (57,359.56)	\$ (35,066.40)	\$ (132,403.88)
SUB TOTAL NON SUBSCRIBER REVENUE		\$ (27,002.66)	\$ (44,821.85)	\$ (23,060.80)	\$ (94,885.31)
TOTAL REVENUE		\$ 1,968,428.37	\$ 1,996,894.03	\$ 2,006,315.34	\$ 5,971,637.74
FRANCHISE FEE %		5.00%	5.00%	5.00%	5.00%
LOB 01	Cable franchise fee	\$ 99,771.55	\$ 102,085.79	\$ 101,468.81	\$ 303,326.15
LOB 36	Ad sales franchise fee	\$ (1,350.13)	\$ (2,241.09)	\$ (1,153.04)	\$ (4,744.27)
	Fee on Fee	\$ -	\$ -	\$ -	\$ -
	Less: \$0.15/Sub/Mnth	\$ -	\$ -	\$ -	\$ -
TOTAL FRANCHISE FEE DUE		\$ 98,421.42	\$ 99,844.70	\$ 100,315.77	\$ 298,581.89

FORM A : COPY FOR TOWN (DETAIL)

B



April 7, 2005

Via Certified Mail Return Receipt Requested

Mayor/Board of Alderman
City of Manchester
1 City Hall Plaza
Manchester, NH 03101

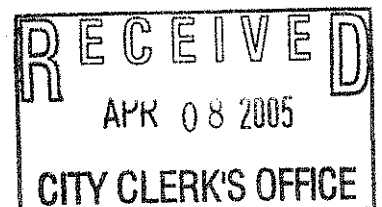
Dear Mayor and Members of the Board:

As part of our ongoing efforts to keep you informed about key aspects of our service, I would like to tell you about two important changes that will soon go into effect for our customers in your community.

First, Comcast, PBS, Sesame Workshop and HIT Entertainment have announced the launch of PBS KIDS Sprout On Demand. With more than 50 hours of On Demand programming from more than 25 different children's series including *Sesame Street*, *Bob the Builder*, *Barney & Friends*, *The Berenstain Bears* and *Teletubbies*, this service gives parents more convenience and control to watch what their families want, when they want. A copy of the press release with more information is enclosed.

Secondly, on May 12, 2005, HBO will only be available as part of the Comcast Digital Cable Channel lineup. As a result, customers who currently subscribe to HBO in analog will no longer be able to receive the channel as they currently do. It is important to emphasize that customers will have the option to continue to receive HBO with an equipment change, but without incurring additional costs. Customers may continue enjoying HBO by obtaining a digital cable box and subscribing to HBO as a Comcast Digital Premium service or as part of a Comcast Digital Cable Package. The options available to customers are:

1. Subscribe to Digital HBO a la carte with seven screens of programming for the same price the customer currently pays for one analog HBO channel. Customers will need to exchange their current analog cable box for a digital cable box. Again, this option will not increase the price the customer pays for a digital cable box or HBO.
2. Subscribe to HBO with Comcast Digital Silver, Digital Gold or Digital Platinum. These upgraded packages include the customer's choice of premium channels. With a Comcast Digital Cable Package, customers will also receive:




B

Page 2 - City of Manchester

- ON DEMAND – choose from a library of over 2,000 movies and shows, watch them whenever you want – all available on your terms!
 - 40 new cable networks – including Discovery Kids, FitTV, Biography Channel, DIY, National Geographic Channel, ESPN News and much more!
 - Multiple channels of premium network(s) of your choice
 - TV Guide Interactive
 - Over 45 commercial free music channels
 - Sharper picture quality
 - High-definition programming
3. Lastly, customers may choose to keep their current analog cable box and not subscribe to HBO. However, customers will no longer receive HBO after May 11, 2005. Customer accounts will be adjusted accordingly and the change will be reflected on their next billing statement.

Please refer to the attached materials for more information concerning this change. Comcast is committed to offering the best value in home entertainment and investing in new technology to expand the programming services that we offer, including Comcast High Speed Internet, On Demand and High Definition Television. Should you have any questions about the enclosed information or about our services, please do not hesitate to contact me at 603-889-1363 ext. 3014.

Respectfully,



Bryan Christiansen
Manager of Government & Community Relations

Enclosures

B



FOR IMMEDIATE RELEASE

BIG BIRD, BARNEY AND BOB THE BUILDER COME TOGETHER IN A WHOLE NEW WAY AS PBS KIDS SPROUT LAUNCHES ON COMCAST

The Shows Preschoolers Love and Parents Trust Are Now Available to Watch Anytime

San Francisco, CA – April 4, 2005 – It's the start of something big for families of preschoolers as Comcast Corporation (Nasdaq: CMCSA, CMCSK), PBS (Public Broadcasting Service), Sesame Workshop and HIT Entertainment (London Stock Exchange: HTE) today announced the launch of PBS KIDS Sprout. This month marks the initial launch, with PBS KIDS Sprout On Demand, a new video-on-demand (VOD) service debuting on Comcast. In addition to the new VOD service, a 24x7 digital cable channel will launch this fall, making PBS KIDS Sprout the perfect place for parents and their little ones to enjoy the wonders of early childhood.

PBS KIDS Sprout was created as a partnership between Comcast, the country's leading provider of cable, entertainment and communications products and services; PBS, the most trusted distributor of award-winning children's programming; and HIT Entertainment and Sesame Workshop, two of the leading providers of quality entertainment for young children.

Featured programs on PBS KIDS Sprout on Demand that parents can pause, fast forward and rewind so their children can enjoy favorite scenes as many times as they'd like include:

- *Sesame Street*®
- *Bob the Builder*™
- *Barney & Friends*™
- *Thomas & Friends*™
- *Angelina Ballerina*™
- *Sagwa: The Chinese Siamese Cat*™
- *Caillou*®
- *The Berenstain Bears*™
- *Jay Jay the Jet Plane*™
- *Teletubbies*™
- *Dragon Tales*™

PBS KIDS Sprout On Demand now is available for no additional charge in Comcast markets with VOD service and is being brought to viewers in association with local PBS stations. Insight Communications also is launching PBS KIDS Sprout On Demand this month. The VOD service will offer 50 hours of programs a month, with twenty-five percent of the programs updated every two weeks, so families will always have a fresh selection of episodes to enjoy together.

"Children's programming is one of the most popular VOD categories, and now Comcast is offering customers even more of the programs they enjoy anytime they want," said Brian Roberts, Chairman and Chief Executive Officer of Comcast. "Families can depend on PBS KIDS Sprout for the programs kids love and parents trust."

(more)



"Bringing together shows children love and parents trust - from Bob the Builder to Barney & Friends to Sesame Street - PBS KIDS Sprout is the ultimate destination for preschoolers and their families," said Charlie Caminada, Chief Operating Officer, HIT Entertainment. "This unprecedented partnership couples quality programming from the leaders in children's content with the leading US cable provider and the most trusted name in children's television, PBS KIDS."

"This partnership provides a second home for the popular, award-winning children's programming block that PBS stations premiere in every home in America, free and over-the-air," added Pat Mitchell, PBS President and CEO. "Delivered locally on cable in association with our stations, and via satellite, the new service extends the access to these programs that children love and parents trust to 24 hours a day, seven days a week."

"Imagine laughing and learning with Elmo, Big Bird and even Oscar any time of day," said Gary E. Knell, President and CEO of Sesame Workshop. "PBS KIDS Sprout offers parents an opportunity to share in the simple moments of a child's everyday world, and a chance for a new generation of children to enjoy engaging shows at their convenience."

In addition to the stand-alone titles, a "Children's Favorites" category includes episodes of *Boohbah™*; *George Shrinks™*; *Seven Little Monsters*; *Kratt's Creatures*; *Zoboomafoo™*; *Archibald the Koala*; *Big Sister, Little Brother*; *Adventures of Captain Pugwash*; *Three Friends & Jerry*; *Dennis & Gnasher*; *Fireman Sam*; *Pingu*; *Noddy*; and more.

PBS KIDS Sprout On Demand also will feature Spanish-language programming, including episodes of *Barney & Friends*, *Bob the Builder* and *Angelina Ballerina*, as well as *Plaza Sesamo*, the Spanish-language adaptation of *Sesame Street*.

About Sesame Workshop

Sesame Workshop is a nonprofit educational organization making a meaningful difference in children's lives around the world. Founded in 1968, the Workshop changed television forever with the legendary *Sesame Street*. Today, the Workshop continues to innovate on behalf of children in 120 countries, using its proprietary research methodology to ensure its programs and products are engaging and enriching. Sesame Workshop is behind award-winning programs like *Dragon Tales* and *Sagwa, The Chinese Siamese Cat* and ground breaking multimedia productions in South Africa, Egypt and Russia. As a nonprofit, Sesame Workshop puts the proceeds it receives from sales of *Sesame Street*, *Dragon Tales* and *Sagwa* products right back into its educational projects for children around the world. Find the Workshop online at www.sesameworkshop.org.

About PBS

PBS is a private, nonprofit media enterprise that serves the nation's 348 public noncommercial television stations, reaching over 90 million people each week through on-air and online content. Bringing diverse viewpoints to television and the Internet, PBS provides high-quality documentary and dramatic entertainment, and consistently dominates the most prestigious award competitions. PBS is the leading provider of educational materials for K-12 teachers, and offers a broad array of educational services for adult learners. PBS' premier kids' TV programming and Web sites – pbskids.org and pbskidsgo.org –



B

continue to be parents' and teachers' most trusted learning environments for children. More information about PBS is available at pbs.org, one of the leading dot-org Web sites on the Internet, averaging more than 30 million unique visitors and 380 million page views per month in 2004. PBS is headquartered in Alexandria, Virginia.

About HIT Entertainment

Established in 1989, HIT Entertainment (www.hitentertainment.com) is one of the world's leading preschool children's entertainment producers and rights owners of internationally renowned children's brands, such as *Bob the Builder*™, *Barney*™, *Thomas & Friends*™, *Angelina Ballerina*™ and *Pingu*™. HIT acts as a representative for *The Wiggles*® in the US, UK, and Canada, and as worldwide representative for The Jim Henson Company's library of classic family brands, including *Fraggle Rock*™. With operations in the US, UK, Canada, and Japan, the company's activities span television production and distribution, home entertainment, consumer products, publishing and live events. HIT is committed to providing enduring entertainment that supports the values of devoted caregivers and empowers young children with a positive approach to life.

About Comcast

Comcast Corporation (Nasdaq: CMCSA, CMCSK) (www.comcast.com) is the nation's leading provider of cable, entertainment and communications products and services. With 21.5 million cable customers and 7 million high-speed Internet customers, Comcast is principally involved in the development, management and operation of broadband cable networks and in the delivery of programming content.

The Company's content networks and investments include E! Entertainment Television, Style Network, The Golf Channel, Outdoor Life Network, G4, AZN Television, TV One and four Comcast SportsNets. The Company also has a majority ownership in Comcast-Spectacor, whose major holdings include the Philadelphia Flyers NHL hockey team, the Philadelphia 76ers NBA basketball team and two large multipurpose arenas in Philadelphia.

###

PRESS CONTACTS

Comcast

Jenni Moyer
(215) 851-3311 (office)
(610) 506-8951 (mobile)
jenni_moyer@comcast.com

HIT Entertainment PLC

Nicole Blake
(646) 277-5208 (office)
(917) 678-9393 (mobile)
nblake@hitentertainment.com

PBS

Stephanie Aaronson
(703) 739-5021 (office)
(703) 338-6986 (mobile)
saaronson@pbs.org

Sesame Workshop

Ellen Lewis
(212) 875-6396 (office)
(917) 767-8568 (mobile)
ellen.lewis@sesameworkshop.org



B

April 2005

Dear Valued Comcast Customer:

Our records indicate that your analog cable subscription includes HBO. We are writing to inform you as of May 11, 2005, HBO will no longer be available on the analog cable service. However, you may continue enjoying HBO by obtaining a Comcast Digital Cable Box (Comcast's regular equipment fees apply) or subscribing to a Comcast Digital Cable Package.

We understand this may represent a significant change to you, and we want to make sure you are aware of all of your options. Those options include:

1. Subscribe to digital HBO a la carte with seven screens of programming for the same price you currently pay for the one analog HBO channel. You will need to exchange your current analog cable box for a digital cable box. This option will not increase the price you pay for HBO; however, Comcast's standard monthly equipment charge (currently \$4.75 for the digital cable box and \$.30 for the remote) will apply.
2. Subscribe to HBO with Comcast Digital Silver, Digital Gold or Digital Platinum. These packages include your choice of premium channels. The enclosed brochure outlines the packages with their current prices. With a Comcast Digital Cable Package, you will receive:

- ON DEMAND – choose from a library of over 2,000 movies and shows, watch them whenever you want – all available on your terms!
- 40 new cable networks – including Discovery Kids, FitTV, Biography Channel, DIY, National Geographic Channel, ESPN News and much more!
- Multiple channels of premium network(s) of your choice
- TV Guide Interactive
- Over 45 commercial free music channels
- Sharper picture quality
- Access to high-definition programming

3. Lastly, you may choose to keep your current cable box and not subscribe to HBO. You will no longer receive HBO after May 11, 2005, and your account will be adjusted accordingly effective with your next billing statement.

A Comcast representative will be calling you in the next few weeks to help you determine the option that best suits your needs. If you prefer, you may also visit a service center to discuss options, or contact a Customer Account Executive anytime day or night at 1-800-COMCAST (266-2278).

Remember, we need to know which option you prefer by May 11, 2005. If we do not hear from you on or before May 11, HBO and the associated charge will be removed from your account and will be reflected in your next billing statement.

Thank you. We appreciate your patronage and hope you will continue to enjoy the quality programming that Comcast has to offer.

Sincerely,

John R. Waddell
VP of Sales & Marketing

*Comcast Digital Cable is not available in all areas. Prices shown do not include applicable taxes and franchise fees. Please call Comcast for details and restrictions. Additional charge for monthly rental of digital cable box and remote control may apply. HDTV may not be available in all areas. To receive high definition features and benefits, a high definition television (not provided), cable box, and remote control are needed. Local broadcast channels are subject to availability. Certain services are available separately or as a part of other levels of service. Basic service subscription is required to receive other levels of service.

O2DM-041105-NNE-AV1

<Enclose Digital Brochure>

Family and Friends



ne
u great
h local
the
lus, our
edom
r one
your

ad to fit your calling needs! You may also
imply by subscribing to other Comcast

tance™\$48.95
Call Waiting with Caller ID, Long Distance
and domestic direct-dialed long distance

.....\$26.95
By The Minute Long Distance Calling Plan,
.....\$31.95
and By The Minute Long Distance Calling

Value Pack: Call Waiting, Caller
ID, Call Forwarding, Call Return,
Call Screening, Call Forwarding, Call
Waiting with Caller ID, Caller ID, Repeat
Dial, Speed Dial 30, and Three-Way
Calling.

Premium Pack: Anonymous Call
Rejection, Call Forwarding Selective,
Call Forwarding Variable, Call Return,
Call Forwarding, Call Forwarding, Call
Waiting with Caller ID, Caller ID, Repeat
Dial, Speed Dial 30, and Three-Way
Calling.

equipment. ***Does not include long distance charges, a
by charge, and other state and local charges that may apply.
and Comcast's Any Distance package is only available to
Comcast Digital Phone as their local, local toll and long distance
calls from home and calls to Puerto Rico, Guam, the U.S.
Northern Mariana Islands. Plan does not include international

Access the Internet Instantly

Comcast High-Speed Internet***

Download the latest movie clips, huge music files,
or cool graphic video games instantly. One quick
click lets you send photos to your entire family via
e-mail. Even send personalized video and audio
messages to family and friends. These aren't only possibilities, they're
everyday events with the blazing speed of Comcast High-Speed Internet.

Comcast High-Speed Internet Prices***

Monthly price when purchased with
Comcast Cable or Digital Phone service (4Mb)\$42.95
Monthly price when purchased without
Comcast Cable or Digital Phone service (4Mb)\$57.95
6Mb Speed Tier** Add \$10 to your monthly service price
Modem Lease (monthly)\$3.00
Self-Installation Kit**\$29.95
Premium Installation**\$99.95

Comcast Wireless Home Networking**

(includes Comcast High-Speed Internet monthly service)

Connect up to 5 devices to your High-Speed Internet account. All without wires.

Monthly price when purchased with
Comcast Cable or Digital Phone service (4Mb)\$42.95
Monthly price when purchased without
Comcast Cable or Digital Phone service (4Mb)\$57.95
6Mb Speed Tier** Add \$10 to your monthly service price
Gateway Lease (monthly)\$5.00
Professional Installation (up to 5 devices)\$149.99

***Self-Installation kit includes: software, splitter and necessary cabling, and requires customer self-
installation. Self-Installation kit may not be available in all areas. Customer responsible for installation of
software, Ethernet device, and connection of computer to cable modem. Premium installation limited to
standard installation of one computer to one (also called Ethernet device may be required for service and
cable modems can be purchased through Comcast or at select retail locations. Comcast's standard
charges apply to the underlying bundled service and are in addition to prices shown. ** Maximum speeds
limited to 4.0Mbps (3840bps upstream) or 6.0Mbps (7680bps upstream), depending on the Comcast
High-Speed service plan selected. Actual speeds will vary and are not guaranteed. Many factors affect
speed. Equipment (including cable modem) is required and unless specifically included in the offer, must
be rented at Comcast's regular price or purchased at retail. May not be combined with any other discount
or offer. Prices shown do not include applicable taxes and fees. Prices are subject to change. Service
is subject to terms and conditions of Comcast High-Speed Internet Subscriber Agreement (and Home
Networking Amendment if applicable). For restrictions, minimum requirements and details about service
and prices, call: 1-800-COMCAST. * Comcast Home Networking will let you connect up to 5 PCs (or
devices) to the Internet at one time. Computers using a wireless connection must be within 150 feet of the
gateway. Certain devices using radio frequency (including 2.4GHz cordless phones and microwave ovens)
may interfere with or disrupt Internet connections. Comcast Home Networking service is only available
to Comcast High-Speed Internet customers. Please note: the File and Printer Sharing Interface neither
supports interaction between Apple and Windows based computers, nor sharing between two or more
Apple devices. Regular service and equipment charges apply. Equipment, including a Gateway which may
be purchased from Comcast or leased at Comcast's standard price (currently \$5 per month) required.
Leased equipment must be returned to Comcast if service is cancelled. Additional equipment may be
required. You will have the ability to add 4 additional PCs for a total of 5 networked PCs per household.
Wireless cards are required for additional connections beyond the first computers. Wireless cards may be

BUNDLED SERVICES

Choose the Package That's Right for You!

By combining your services, you can save even more. If you order two or
more services, they will be installed free-of-charge.

Here's how it works. Order installation of two or more services (Comcast
Digital Phone, Comcast High-Speed Internet and/or Comcast Digital Cable)
and you'll receive Basic Installation at no charge.

- » Save \$25 Monthly!***
When you subscribe to:
• Standard Cable***
• Digital Cable***
• High-Speed Internet***
• Digital Phone***
- » Save \$20 Monthly!***
When you subscribe to:
• Standard Cable***
• Digital Cable***
• High-Speed Internet***
• Digital Phone***
- » Save \$10 Monthly!***
When you subscribe to:
• Standard Cable***
• Digital Cable***
• Digital Phone***

Plus ask us about our great service offers on Comcast Digital Phone,
Comcast Digital Cable and Comcast High-Speed Internet.***



With just a phone call to
1-800-COMCAST or a
click to comcast.com,
you can connect your family
to an exciting world of
entertainment, information
and communication.

More Choice More Control

- Digital Cable
- High-Speed Internet
- Digital Phone

WHIP024W

comcast.com

1-800-COMCAST
(266-2278)

*** Services subject to availability and terms of Comcast Cable Policies and Practices. Bundled packages
may not be combined with other promotional discounts. Certain restrictions apply. Customer must remain
a subscriber in good standing with two or more qualifying Comcast services. All discounted services
subject to any noticed price increases within discount year. In the event a bundled service is cancelled,
standard prices shall apply to any remaining service(s).

technology
live
your
fast Cable
including all
ital Cable,
Comcast
that's right

Convenient Package Options with Comcast Digital Cable

>>> Comcast Digital Value packages are exactly that — a great value in home entertainment**

- Dozens of new entertainment and information channels
 - Access to High-Definition programming
 - 46 channels of music
 - On-Screen Program Guide
- ON DEMAND

At Comcast we are constantly looking for new ways to bring you and your family products that offer you more control, choice, and convenience. Comcast Digital Cable brings you more features with ON DEMAND, Digital Video Recorder and HDTV.

- >>> ON DEMAND* — Pick a Show. Play it Whenever.**

Pause, rewind and replay LIVE TV with the touch of a button. Record your favorite programming without tapes, VCR, or an additional phone line.

>>> High-Definition^—— Crystal Clear Picture and Sound!

Comcast offers you local broadcast channels like ABC, CBS, FOX and NBC in HD where available without the need for an antenna. There is no need to buy equipment. All you need is your HDTV television set, a Comcast Digital Cable package and Comcast's HDTV receiver!

SERVICE PROTECTION PLAN

Comcast's Service Protection Plan takes care of the wiring inside your home — the cable, extra outlets, splitters, connection, fittings, wall plates and the connecting wire up to 12 inches outside of your home.[†] Here is what Comcast's Service Protection Plan gives you for only \$2.30 a month. ^^

>> No Hassles

When you have a problem, all you do is call our local service number, and we'll take care of the rest. Simple.

>> No Extra Charges

You will not have to pay any extra hourly service charges for covered repairs made in your home. Customers who are not covered by Comcast's Service Protection Plan are charged a \$19.95 flat fee for each service call. ††

Some restrictions apply. ¹Call and ask for details on Plan Terms and Conditions. ^ The \$2.30 monthly charge does not include franchise fees, taxes, and other fees that may apply. # Please refer to Digital phone rate information for specific, recent and service charges.

1-800-COMCAST
(266-2278)

1-800-4-A-RENTAL
(8177-997)

For demonstration purposes only. Packaging may differ by location. Refer to your communities channel line-up card and price list for pricing and channel specifics.

*Not for demonstration purposes only; a warranty (may) extend to your communications equipment and software but does not extend to your equipment or software. © 2004 Digital Cable. All rights reserved. Digital Cable and its services are trademarks of Digital Cable. All other trademarks are the property of their respective owners.

[illegible]

1. *Phragmites australis* (Cav.) Trin. ex Steud.



CITY OF MANCHESTER
Parks, Recreation & Cemetery Department

625 Mammoth Road
Manchester, NH 03104-5491
(603) 624-6565 Administrative Office
(603) 624-6514 Cemetery Division
(603) 624-6569 Fax

COMMISSION

Stephen Johnson, Chairman
Sandra Lambert, Clerk
George "Butch" Joseph
Michael Worsley
Dennis Smith
Ronald Ludwig, Director

April 7, 2005

Finance Committee,
Board of Mayor & Aldermen
One City Hall Plaza
Manchester, NH 03101

RE: FY05 Budget Shortages

Dear Honorable Board Members,

As we begin the last quarter of our fiscal year, I would like to apprise the Board of expected shortfalls in my Parks, Recreation & Cemetery General Fund salary and restricted line items.

(1) Workmen's Compensation Account (object 0214):

Amended Budget	\$41,048
Expended through 3/31	<u>52,079</u>
Current Balance	(11,031)
Estimated 4/1 - 6/30	<u>8,000</u>
Total Estimated (Shortfall)	<u>\$(19,031)</u>

Projections 4/1 - 6/30 based on averages FY03 & FY04

It should be noted that the total estimated claims for the year represent medical payments only, and do not address any payments of salary replacement (indemnity). Actual indemnity payments year to date (7/1/04 - 3/31/05) are \$24,279 and have been charged against my salary line items.

Of the actual medical claims charged, an approximate breakdown follows:

Terminated (4/12/95) Parks Employee	Knee	\$21,209
Current Cemetery Worker	Elbow	13,419
Current Cemetery Worker	Knee	4,851
Current Parks Employee	Back	6,514
Other employees	Various	<u>6,086</u>
Through 3/31/05		<u>\$52,079</u>

Action Requested:

a

⇒*Transfer requested from Workmen's Compensation Reserves \$19,031.*

(2) Comprehensive General Liability (object 0521):

Amended Budget	\$33,442
Expended through 3/31	<u>62,195</u>
Current Balance	(28,753)
Estimated 4/1 – 6/30	<u>8,000</u>
Total Estimated (Shortfall)	<u>\$(35,753)</u>

The largest claims to date:

Auto Accident 10/20/04	\$32,385.50
Valley Cemetery Vandalism	9,010.00
Climber Repair, Green Acres	3,992.60
Auto Damage 2/7/05	3,148.99
Other Claims	<u>13,657.91</u>
Claims through 3/31/05	<u>\$62,195.00</u>

Action Requested:

⇒*Transfer requested from Liability Insurance Reserves \$35,753*

(3) Regular Salaries & Wages:

Amended Budget	\$1,808,134
Expended through 3/31	<u>1,383,463</u>
Current Balance	424,670
Estimated 4/1 – 6/30	<u>474,793</u>
Total Estimated (Shortfall)	<u>(\$50,123)</u>

The budget shortfall can be attributed to the following items:

Cost of Living Salary Adjustment (2% of total salaries & overtime budget)	\$38,243
Resignation of Deputy (final benefit)	7,816
Other	<u>1,064</u>
Estimated (Shortfall)	<u>(\$47,123)</u>

Proposed:

Use of estimated overtime balance	\$25,000
COLA transfer from salary reserve	<u>22,123</u>
Covered with transfer & overtime	
Balance offset	<u>\$47,123</u>

9

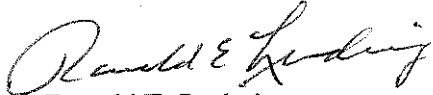
Action Requested:

⇒*Transfer requested from Salary Adjustment \$22,123 (1.16% of total salary & overtime budget)*

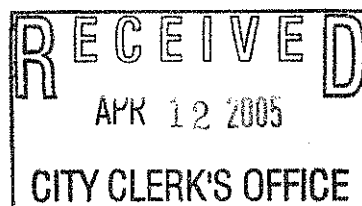
⇒*Transfer from Parks overtime to Parks Salary \$25,000*

I appreciate any guidance you can provide regarding these items.

Respectfully Submitted,



Ronald E. Ludwig
Parks, Recreation & Cemetery Director



City of Manchester New Hampshire

In the year Two Thousand and Five

A RESOLUTION

"Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of One Million One Hundred Seventy Eight Thousand Five Hundred Eighty Four Dollars (\$1,178,584) for various Homeland Security & Hazardous Material Projects."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2005 CIP as contained in the 2005 CIP budget; and

WHEREAS, Table 1 contains all sources of Federal, State, and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funding in the amount of \$1,178,584 for various Homeland Security and Hazardous Materials activities;

NOW, THEREFORE, be it resolved that the 2005 CIP be amended as follows:

1) By adding:

A)	FY2005 CIP 411705 Homeland Security Competitive Grants -	\$ 310,689
B)	FY2005 CIP 411805 Public Health Response for Bioterrorism -	\$ 11,645
C)	FY2005 CIP 411905 Hazardous Material Grant -	\$ 106,250
D)	FY2005 CIP 412005 FIRE Act Grant -	\$ 750,000
	Total	\$1,178,584

Resolved, that this Resolution shall take effect upon its passage.

D

City of Manchester New Hampshire

In the year Two Thousand and Five

A RESOLUTION

“Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Five Thousand Dollars (\$5,000) for the 2005 CIP 214205 Endowment for Health – Health Link Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2005 CIP as contained in the 2005 CIP budget; and

WHEREAS, Table 1 contains all sources of Federal, State and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to accept funding in the amount of \$5,000 from the Endowment for Health for the implementation of the Endowment for Health – Health Link Program;

NOW, THEREFORE, be it resolved that the 2005 CIP be amended as follows:

By adding:

FY2005 CIP 214205 – Endowment for Health – Health Link Program - \$5,000 Other

Resolved, that this Resolution shall take effect upon its passage.

City of Manchester New Hampshire

In the year Two Thousand and Five

A RESOLUTION

"Amending the FY2004 and 2005 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Eighty Six Thousand Eight Hundred Fifty Two Dollars and Ninety Five Cents (\$86,852.95) for the 2005 CIP 510005 Park Facilities Improvement Program."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2004 and 2005 CIP as contained in the 2004 and 2005 CIP budget; and

WHEREAS, Table 2 contains all sources of Community Development Block Grant funds, Emergency Shelter Grant Funds, and Home funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to provide additional funds necessary for the renovations of the Piscataquog River Park ball field and the renovation of the Raco Theodore Pool; and

WHEREAS, Unencumbered funds in the amount of \$86,852.95 remain in the Downtown Parks Rehabilitation project;

NOW, THEREFORE, be it resolved that the 2004 and 2005 CIP be amended as follows:

By decreasing:

FY2004 CIP 510404 – Downtown Parks Rehabilitation Project - \$86,852.95 CDBG

By increasing:

FY2005 CIP 510005 – Park Facilities Improvement Program - \$86,852.95 CDBG
from \$3,071,691.04 (\$2,459,307.04 Bond; \$612,312.00 Federal) to \$3,158,471.99 (\$2,459,307.04 Bond; \$612,312.00 Federal and \$86,852.95 CDBG)

Resolved, that this Resolution shall take effect upon its passage.

D

City of Manchester New Hampshire

In the year Two Thousand and Five

A RESOLUTION

“Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Two Hundred Sixty Thousand Dollars (\$260,000) for the 2005 CIP 710205 Public Works Infrastructure Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2005 CIP as contained in the 2005 CIP budget; and

WHEREAS, Table 1 contains all sources of Federal, State and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$260,000 from the Community Development Finance Authority (CDFA) for the Hands Across the Merrimack project; and

NOW, THEREFORE, be it resolved that the 2005 CIP be amended as follows:

By increasing:

FY2005 CIP 710205 – Public Works Infrastructure - \$260,000 Other - CDFA
from \$2,760,000 (\$1,710,000 Bond; \$750,000 Cash and \$300,000 Other) to \$3,020,000 (\$1,710,000 Bond; \$750,000 Cash; \$300,000 Other; and \$260,000 Other – CDFA)

Resolved, that this Resolution shall take effect upon its passage.

City of Manchester New Hampshire

In the year Two Thousand and Five

A RESOLUTION

“Authorizing the Finance Officer to effect a transfer of Fifty Thousand Dollars (\$50,000.00) from Contingency to Environmental Protection Division- Fuel Oil”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

That the Finance Officer be and is hereby directed to effect a transfer from Contingency Adjustment as follows:

Fuel Oil	Account 2701E20653.....\$50,000.00
----------	------------------------------------

Resolved, that this resolution shall take effect upon its passage.

For “increase per gallon for fuel”

E

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Bills on Second Reading respectfully recommends, after due and careful consideration, that Ordinances:

“Amending Sections 33.024, 33.025 & 33.026 (Ski/Aquatics Maintenance Worker) of the Code of Ordinances of the City of Manchester.”

“Amending Sections 33.024, 33.025 & 33.026 (Waste Water Treatment Plant Operator Trainee) of the Code of Ordinances of the City of Manchester.”

ought to pass.

Respectfully submitted,



Clerk of Committee

City of Manchester New Hampshire

In the year Two Thousand and

Five

AN ORDINANCE

"Amending Sections 33.024, 33.025, & 33.026 (Ski/Aquatics Maintenance Worker) of the Code of Ordinances of the City of Manchester."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester,
as follows:

SECTION 33.024 CLASSIFICATION OF POSITIONS be amended as follows:

Establish Ski/Aquatics Maintenance Worker, Class Code 6092 (see attached)

SECTION 33.025 COMPENSATION OF POSITIONS be amended as follows:

Establish Ski/Aquatics Maintenance Worker, Class Code 6092, Grade 15

SECTION 33.026 CLASS SPECIFICATIONS be amended as follows

Establish Ski/Aquatics Maintenance Worker, Class Code 6092, Grade 15,
non-exempt

This Ordinance shall take effect upon its passage and all Ordinances or parts of Ordinances inconsistent therewith are hereby repealed.

E

DRAFT



City of Manchester, New Hampshire

Class Specification

This is a class specification and not an individualized job description. A class specification defines the general character and scope of responsibilities of all positions in a job classification, but it is not intended to describe and does not necessarily list every duty for a given position in a classification.

Class Title	Ski/Aquatics Maintenance Worker
Class Code Number	6092-15

General Statement of Duties

Assists in the operation and maintenance of ski and aquatics areas; performs directly related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to assist the Ski/Aquatic Supervisor in operating and maintaining activities at ski and aquatic facilities. The work is performed under the supervision and direction of the Ski/Aquatics Supervisor or an assigned supervisor. Considerable leeway is granted for the exercise of independent judgement and initiative. This class is distinguished from other classifications in the Parks and Recreation/Cemetery Department by the broader scope of responsibility due to oversight of completion of projects assigned and supervision of seasonal/temporary workers (Ski Area Maintenance Worker, Cashier, Lift Attendants, Maintenance Worker, and Recreational Aide). The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with other City employees and the public. The principal duties of this class are performed in an indoor/outdoor work environment with potential hazards.

Examples of Essential Work (illustrative only)

- Supervises a work crew, and participates in repair, maintenance and construction activities;
- Establishes job priorities and time frames for assigned personnel;

Ski/Aquatics Maintenance Worker

- Assigns tasks to seasonal/temporary workers
- Monitors completion of job assignments to ensure compliance with standards and instructions and revises instructions and time frames as necessary;
- Collects fees, balances account funds and deposits reconciled funds;
- Assists the Ski/Aquatics Supervisor in training employees on equipment, task procedures, work standards and proper safety procedures;
- Completes thorough and accurate reports on daily work activities, including tasks completed;
- Assists the Ski/Aquatic Supervisor in reviewing and analyzing methods, policies, procedures and performance to implement or recommend implementation of objective improvement systems;
- Determines when additional staff and resources are necessary to complete duties in a timely manner and coordinates needs with the Ski/Aquatic Supervisor and/or other supervisors;
- Completes reports on risk management activities, as needed;
- Operates and performs maintenance on equipment and machinery involved in ski area operation, aquatic system operation and other recreation operations;
- Initiates evacuation procedures in the event of a lift failure and serves as OIC through completion of evacuation;
- Provides technical advice to work crews in the maintenance of equipment and machinery related to ski/aquatics facilities;
- Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions;
- Keeps immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
- Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
- Responds to citizens' questions and comments in a courteous and timely manner;
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
- Performs other directly related duties consistent with the role and function of the classification.

Required Knowledge, Skills and Abilities
(at time of appointment)

- Thorough knowledge of current practices and procedures involved in ski operations, including maintenance and upkeep of all types of equipment and machinery;

- Thorough knowledge of current practices and procedures involved in aquatics system operation, including maintenance and upkeep of related equipment and machinery;
- Thorough knowledge of all safety procedures involved in ski area and aquatics operations;
- Substantial knowledge of accounts processing procedures;
- Substantial knowledge of the purposes and policies of the Parks and Recreation Department;
- Ability to coordinate Department objectives and community needs with Department resources and personnel capabilities;
- Ability to supervise, train, evaluate, and coordinate the work of others;
- Ability to use all power equipment, hand tools, vehicles, and tractors involved in construction and maintenance activities;
- Ability to communicate effectively with others both orally and in writing, using both technical and non-technical language;
- Ability to understand and follow oral and/or written policies, procedures and instructions;
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;
- Ability to operate a personal computer using standard or customized software applications appropriate to assigned tasks;
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Ability to perform a wide variety of duties with accuracy and speed under the pressure of time sensitive deadlines;
- Ability and willingness to learn quickly and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity and inventiveness in the performance of assigned tasks.

Acceptable Experience and Training

- Graduation from High School or possession of a GED; and
- Some experience in ski area and aquatics operations; or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.

Required Special Qualifications

- On-call status;
- Valid CDL-B License (or w/in 6-months of employment);
- Ski Patrol Certification (or w/in 1 year of employment);
- Variable schedule dependent on seasonal needs.

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee understand department and safety rules and regulations and work in aquatics and outdoor ski environments;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to monitor assigned areas and inspect related equipment;
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to operate hand and power tools continuously and to lift and carry, through a full range of motion, up to 100 pounds occasionally, 50 pounds frequently, and 20 pounds continuously;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to work in the trenches, in rough terrain and access construction equipment and to be able to stoop, kneel, crouch, stand, walk, push, pull, climb and grasp repetitively.

Approved by: _____ Date: _____

E

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

"Amending Sections 33.024, 33.025, & 33.026 (WWTP Operator Trainee) of the Code of Ordinances of the City of Manchester."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester,
as follows:

SECTION 33.024 CLASSIFICATION OF POSITIONS be amended as follows:

Establish WWTP Operator Trainee, Class Code 4001

SECTION 33.025 COMPENSATION OF POSITIONS be amended as follows:

Establish WWTP Operator Trainee, Class Code 4001, Grade 13

SECTION 33.026 CLASS SPECIFICATIONS be amended as follows

Establish WWTP Operator Trainee, Class Code 4001, Grade 13
non-exempt

This Ordinance shall take effect upon its passage and all Ordinances or parts of Ordinances inconsistent therewith are hereby repealed.



Proposed City of Manchester, New Hampshire

Class Specification

This is a class specification and not an individualized job description. A class specification defines the general character and scope of responsibilities of all positions in a job classification, but it is not intended to describe and does not necessarily list every duty for a given position in a classification.

Class Title	WWTP Operator Trainee
Class Code Number	4001-13

General Statement of Duties

Operates equipment, systems and related facility features at the Wastewater Treatment Plant under close supervision; performs directly related work as required.

Distinguishing Features of the Class

The principal function of an employee in this class is to train to become a state certified wastewater treatment operator and to learn the operational requirements of the Manchester waste water treatment facility. The objective is that this classification will give individuals the opportunity to become a fully qualified treatment operator. The work is performed under the supervision and direction of WWTP Operators and the WWTP Superintendent but some leeway is granted for the exercise of independent judgement and initiative. This class is distinguished from all other operators by serving in a position under close supervision with a responsibility for on the job training as to the treatment processes. The nature of the work performed requires that an employee in this class establish and maintain effective working relationships with other city employees and the public. The principal duties of this class are performed in the Wastewater Treatment Plant facility. The operator trainee will be required to work as the fourth member of an operations crew during the course of the training and will be assigned to work on the night shift at the discretion of the Plant Superintendent.

Examples of Essential Work (illustrative only)

- Studies wastewater treatment processes and trains in all job functions associated with WWTP Operator functions including the sludge incinerator

- E
- Mixes and adjusts chemical doses;
 - Monitors computer generated information relating to wastewater issues and takes appropriate actions based upon that information.
 - Observes variations in operating conditions and makes equipment and process related adjustments;
 - Notifies supervisor of any actions taken or makes recommendations for changes;
 - Monitors automated process control system operating levels;
 - Inspects all equipment and processing areas;
 - Collects samples and conducts tests of sewage, sludge and water;
 - Performs calculations and records data according to established procedures;
 - Interprets results and makes or recommends adjustments;
 - Maintains a log of plant operations;
 - Operates pumps and other equipment to control flow, sludge digestion and other processes;
 - Develops safe and standard operation procedures for plant equipment activities;
 - Performs routine cleaning and minor maintenance of equipment to include assembly, disassembly, and lubrication of equipment using standard mechanics hand tools;
 - Operates safety equipment, including a self contained breathing apparatus, dust masks and face shield, monitoring equipment and instrumentation and related equipment;
 - Provides needed information and demonstrations concerning how to perform certain work tasks to new employees in the same or similar class of positions;
 - Keeps immediate supervisor and designated others fully and accurately informed concerning work progress, including present and potential work problems and suggestions for new or improved ways of addressing such problems;
 - Attends meetings, conferences, workshops and training sessions and reviews publications and audio-visual materials to become and remain current on the principles, practices and new developments in assigned work areas;
 - Responds to citizens' questions and comments in a courteous and timely manner;
 - Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities;
 - Performs other directly related duties consistent with the role and function of the classification.

Required Knowledge, Skills and Abilities (at time of appointment)

- Substantial knowledge of the principles and practices of waste water and sludge treatment processes and process control;
- Substantial knowledge of procedures of sampling and sample testing;
- Substantial knowledge of automated process control systems and related software;
- Substantial knowledge of operation and maintenance of plant equipment;
- Substantial knowledge of safety procedures in working in confined space and around hazardous materials and hazardous areas;
- Some knowledge of Federal Clean Water Act guidelines and other Federal, State and local regulations which affect plant operations;
- Ability to communicate effectively with others, both orally and in writing, using both technical and non-technical language;



- Ability to understand and follow oral and/or written policies, procedures and instructions;
- Ability to prepare and present accurate and reliable reports containing findings and recommendations;
- Ability to operate a personal computer using standard or customized software applications appropriate to assigned tasks;
- Ability to use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- Ability to perform a wide variety of duties and responsibilities with accuracy and speed under the pressure of time-sensitive deadlines;
- Ability and willingness to quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology;
- Integrity, ingenuity and inventiveness in the performance of assigned tasks.

Acceptable Experience and Training

- Graduation from High School or possession of a GED, and
- Some experience in related functions or
- Any equivalent combination of experience and training which provides the knowledge, skills and abilities necessary to perform the work.
- Preference will be given to candidates showing proficiency in math and science.

Required Special Qualifications

- Valid New Hampshire Driver's License.
- The employee will be required to obtain a State of New Hampshire Wastewater treatment operator certification within 18 months of employment, failure to obtain the certification within the required time frame will require that the employee be terminated or demoted to an alternative position.

Essential Physical Abilities

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, which permits the employee to communicate effectively;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, which permits the employee to perform assigned tasks;
- Sufficient manual dexterity with or without reasonable accommodation, which permits the employee to work in confined spaces and around hazardous materials;
- Sufficient personal mobility and physical reflexes, with or without reasonable accommodation, which permits the employee to perform assigned tasks in an outdoor environment.



WWTP Operator--4000

Approved by: _____ Date: _____

Revision Approved by: BMA Date: 4/20/04

F

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Bills on Second Reading respectfully recommends, after due and careful consideration, that Ordinance:

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

ought to pass as amended.

Respectfully submitted,



Clerk of Committee

F

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

I. Amend Chapter 39: Procurement Code by deleting the Chapter 39 in its entirety and inserting in place thereof the following:

Section

- 39.01 Purpose
- 39.02 Application of provisions
- 39.03 Definitions
- 39.04 Department purchasing responsibility
- 39.05 General Procurement and Award Provisions
- 39.10 Authority to Award and Availability of Funds
- 39.20 Source Selection
- 39.30 Prequalification of Bidders
- 39.40 Professional services
- 39.50 Negotiated Procurement Actions
- 39.60 Specialized Procurement Actions
- 39.70 Cooperative Procurement
- 39.80 Special Procurement Methods
- 39.90 Prohibitions

§39.01 PURPOSE.

(A) The Procurement Code shall promote fair and equitable treatment to all suppliers or prospective suppliers of goods and services, promote effective competition among prospective suppliers of goods and services, make as uniform as possible the procedures among various departments and agencies of the City by the standardization of the procurement process, to prevent abuses and favoritism, and promote the economical, effective, and efficient use of the City's total resources.

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(B) The purpose of the Procurement Code is to provide to the Purchasing Agency flexibility and defined guidelines for the purchasing of goods and services. These guidelines define maximum allowed procurement limits. The Purchasing Agency has the flexibility to reduce these limits in order to insure that the best interest of the City is being served. Any questions relating to this Procurement Code should be addressed in writing to the City Solicitor and/or the Finance Officer. The Purchasing Agency will at all times retain adequate records, based on the size of the procurement, as to the type of procurement utilized and the basis of award.

§39.02 APPLICATION OF PROVISIONS.

(A) This code applies to every expenditure of public dollars irrespective of their source, including federal assistance dollars, for the procurement of materials, supplies, services and construction. Nothing in this code shall prevent the City from complying with the terms and conditions of any grant, gift, bequest or cooperative agreements. Procurement actions involving Federal or State funding shall comply with their mandatory rules that may not be reflected in this procurement code.

(B) The following procurement actions are not subject to this code:

- (1) Intergovernmental Agreements.
- (2) Agreements negotiated by the Risk Manager or City Solicitor for the settlement of litigation or threatened litigation.
- (3) Contracts awarded for professional witnesses for the purpose of providing testimony relating to existing or probable judicial proceedings.
- (4) Contracts awarded for real property transactions.
- (5) Other specific procurement actions based on recommendation of the Chief Executive Officer and approval by the Board of Mayor and Aldermen.

F

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

§39.03 DEFINITIONS.

AMENDMENT is a mechanism by which parties can agree to modify, delete or add to the original scope of work, terms and conditions of a contract. Typically, amendments are used to modify contracts for professional services and/or to modify contracts for the furnishing of materials and services.

ADVANTAGEOUS means in the best interest of the City.

AUDITOR means the City of Manchester’s Auditor.

BRAND NAME or **EQUAL SPECIFICATION** means a specification using one or more manufacturer’s names or catalog numbers to describe the standard of quality, performance and other characteristics to meet City requirements.

BRAND NAME SPECIFICATION means a specification limited to one or more items by a manufacturer’s name or catalog numbers.

CHANGE ORDER means a written order signed by an authorized agent of the City and by the contractor authorizing an addition, deletion, or a revision in work or an adjustment in the contract price or contract time, issued on or after the effective date of the contract, as provided for in the original contract. Typically, change orders are used to modify construction contracts.

CHIEF EXECUTIVE OFFICER means the Mayor of the City of Manchester.

CITY means the City of Manchester, NH.

CONSTRUCTION means the process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to public real property or any public infrastructure.

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

CONSTRUCTION MANAGEMENT means a project delivery method that provides a comprehensive array of management and/or consulting services spanning all phases of the design and construction process from conception to completion of the construction project.

CONTRACT means all types of City agreements, regardless of what they may be called for the procurement of materials, supplies, services and Purchase Orders shall be used as the contract for procurement of materials and supplies. Formal written agreements shall be used for the procurement of services, construction and complex actions.

CONTRACTOR means any person or firm who has a contract with the City.

DEBARMENT means an action taken by the City, under the provisions of this code, to prohibit a person from participating in City procurements.

DESIGN REQUIREMENTS means the written description of the infrastructure facility or service to be procured, including: (1) required features, functions, characteristics, qualities, and properties that are required; (2) the anticipated schedule, including start, duration, and completion; (3) estimated budgets (as applicable to the specific procurement) for design, construction, operation and maintenance. The Design Requirements may, but need not, include drawings and other documents illustrating the scale and relationship of the features, functions and characteristics of the project.

EMPLOYEE means an individual drawing a salary or wages from the City whether elected or not. Any noncompensated individual performing personal services for the City or any department agency, commission, council, board, or any other entity established by the executive or legislative branch of the City. Noncompensated individuals, serving as elected City officials or serving on a City Department Board, are also considered employees.

FINANCE OFFICER is the Finance Director of the City of Manchester



City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

GRATUITY means a payment, loan, subscription, advance, deposit of money, service, or gift, presented or promised.

INDEPENDENT PEER REVIEWER SERVICES are additional Architectural and Engineering Services provided to review design build proposals. The function of this review is to provide an independent professional peer review to confirm that the key elements of the professional engineering and architectural designs provided by the contractors are in conformance with the applicable standard of care.

INFRASTRUCTURE FACILITY means a building; structure; or networks of building, structures, pipes, controls, and equipment that provide transportation, utilities, public education, or public safety services.

INVITATION FOR BIDS means all documents, whether attached or incorporated by reference, which are used for soliciting bids according to the City's procurement policies and procedures.

MAY. The word “may” shall be construed as being permissive.

MULTI-STEP SEALED BIDDING means a two-phase competitive process. The first phase consists of a technical phase composed of one or more steps in which bidders submit unpriced technical offers to be evaluated by the City. The second phase consists of a firm and final bid from those bidders whose technical offers were deemed acceptable by the City.

PROCUREMENT means buying, purchasing, renting, leasing or otherwise acquiring any materials, supplies, professional services and construction services. It also includes the description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

PROFESSIONAL SERVICES means those services requiring special knowledge, education or skill and where the qualifications of persons rendering the services and the experience of the firm are of primary importance. Professional services shall include, but not be limited to, appraisers, attorneys, architects, engineers, surveyors, accountants, psychologists, physicians and other health care providers.

PROPOSAL DEVELOPMENT DOCUMENTS means drawings and other design related documents that are sufficient to fix and describe the size and character of an infrastructure facility as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate to the applicable project delivery method.

PURCHASING AGENCY is the City department making the proposed procurement.

PURCHASING AGENCY DIRECTOR OR DIRECTOR is the department head in charge of the City department making the proposed procurement acting either directly or through authorized representatives.

REQUEST FOR PROPOSALS means all documents, whether attached or incorporated by reference, which are used for soliciting proposals according to the City's procurement policies and procedures.

RESPONSIBLE BIDDER means a person or firm who submits a bid or proposal that conforms in all material respects to the invitation for bid or request for proposals and who has the financial capabilities and expertise to perform the contract requirements and the integrity and reliability that will assure good faith performance.

SERVICE means the furnishing of labor, time or effort by a contractor that does not involve the delivery of a specific end product other than required reports and performance. Service does not include employment agreements or collective bargaining agreements.

SHALL. The word “shall” is construed as being mandatory.

F

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

SOLICITATION means an invitation for bids, a request for technical offers, proposals, quotations or any other invitation or request by which the City invites a person to participate in a procurement action.

SPECIFICATION means any description of the physical or functional characteristics of materials, supplies, services or construction requirements. It may also include a description of any requirement for inspecting, testing, preparing materials, supplies services or construction projects for delivery.

§39.04 DEPARTMENT PURCHASING RESPONSIBILITY.

Department Heads and City officers shall be responsible for making purchases from funds appropriated to their respective departments. The Highway Department shall be responsible for coordinating and overseeing the purchases of motor vehicles by City departments. See Section 39.60, Specialized Procurement Actions for procurements exclusively delegated to a purchasing agency.

§39.05 GENERAL PROCUREMENT AND AWARD PROVISIONS.

(A) **Prohibition Against Subdivision.** No procurement action shall be subdivided to avoid the requirements of this procurement code.

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(B) **Bulk Purchases.** Whenever feasible, procurements shall be done in bulk to take full advantage of discounts. Purchasing agencies shall be responsible for anticipating their needs in a timely fashion in order to consolidate and expedite procurement of the same type of items. A lead purchasing agency shall be identified for procurement of commodities or services that are most common to their department. The lead purchasing agency shall accomplish the bulk citywide procurement action based on requirements identified by other departments. Capital Outlay requirements shall be planned and scheduled for periodic bulk procurement actions based on approved budget quantities.

(C) **Awards.** Contracts for the procurement of supplies, materials and construction shall be awarded to the lowest responsible bidder unless otherwise provided for in the bidding documents or in the Procurement Code. The basis of award shall always be defined in the bidding documents. Among other factors that may be considered in determining lowest responsible bidders are the following:

(1) **Capability.** The ability and skill of the bidder to perform the contract.

(2) **Timeliness.** Whether the bidder can perform the contract or furnish the supplies promptly, in accordance with plans and specifications, or within the time specified, without delay or interference.

(3) **Previous Performance.** The character, integrity, reputation, judgment, experience and efficiency of the bidder.

(4) **Quality.** The quality of supplies or performance on previous purchases or contracts, including known quality based on previous use, and the quality, availability and adaptability of the suppliers or contractual services to the particular use.

(5) **Legal Compliance.** Previous and existing compliance by the bidder with laws and ordinances relating to the contract.

(6) **Conditions.** The number and scope of conditions attached to the bid by the bidder.

F

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(D) **Award to Other Than Low Dollar Bidder.** Award to other than the low bidder is not allowed unless the bidder is not responsible or unless the award formula specifically allowed for other items to be taken into account to decide who is the lowest responsible bidder. When it appears appropriate not to make an award to the lowest dollar bidder, the purchasing agency Director shall prepare a written statement of the reasons for the project files.

(E) **Multi-Term Contracts.** Purchase orders or written agreements or contracts may be awarded for a maximum of five years in one-year increments. Multi-term contracts shall contain provisions for cancellation by the City in the event funds are not appropriated for the continuance of the contract. Any yearly increases in unit prices/rates shall be tied to an established CPI with a maximum yearly cap.

Multi-year Contracts without a “cancellation by the City” provision or contract committing future unappropriated funds or a contract without a set maximum yearly adjustment must be approved by the Board of Mayor and Aldermen. Multi year contracts that have been totally funded do not have to conform to this section.

The Airport Director or his designee is authorized by the Board of Mayor and Aldermen to enter into multi-year agreements which do not conform to this Section when, in the opinion of the Airport Director, situations arise that require immediate commitment or approval of agreements.

(F) **Late Bids or Proposals.** A bid, proposal, modification or withdrawal is late if it is received at the location designated in the Invitation for Bids or Request for Proposals, after the time and date set in the solicitation documents. Late bids or proposals shall be rejected.

(G) **Mistakes In Bids.** A bidder may correct mistakes discovered before the time and date set for the opening of bids based on procedures in the solicitation documents. After a bid is opened, mistakes based on an error in judgment shall not be corrected or withdrawn, unless it is obvious to the City that an egregious error was made. Minor or administrative mistakes may be waived by the purchasing agency director.

(H) **Cancellation of Solicitations.** An invitation for bids, a request for proposals, or other formal solicitations may be cancelled or rejected in whole or in part if deemed advantageous to the City.

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(I) **Pre-Bid Specifications.** All specifications shall be written to promote overall economy for the purposes intended and encourage competition in satisfying the City’s needs and shall not be unduly restrictive. General performance specifications may be used in a Request for Proposals and Multi-step procurements when it is not desirable or feasible to prepare detailed specifications.

(J) **Cost or Pricing Data.** The submission of current cost or pricing data may be required in situations where analysis of the proposed price is essential to determine that the price is reasonable and fair. A contractor shall, when requested, submit current cost or pricing data and shall certify that the cost or pricing data submitted is accurate, complete and current as of a mutually determined specified date.

(K) **Change Orders.** Change orders to contracts may be executed according to change order clauses provided for in the original contract provided the change order does not materially change the scope of the original procurement.

(L) **Pre-Bid or Pre-Proposal Conferences.** A pre-bid or pre-proposal conference may be conducted within a reasonable time before bid opening or receipt of proposals. Pre-bid or pre-proposal conferences may be mandatory. If mandatory, only those bidders attending the mandatory pre-bid conference, shall be allowed to participate in the bid or proposal. Any changes to the solicitation documents shall be provided to all eligible bidders.

(M) **Prequalification.** The purchasing agency may require prequalification of prospective bidders for the procurement of supplies, materials, services and construction if the procurement is less than \$250,000. If the procurement is over \$250,000 the purchasing agency shall conform to Section 39.30 of this procurement code. Bidders have a continuing duty to provide the purchasing agency director with information on any material changes affecting the basis of prequalification.

F

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(N) **Bid or Performance Bonds.** The purchasing agency may require the use of bid or performance bonds or other securities for the procurement of supplies, materials, services or for construction, in order to guarantee satisfactory completion of the procurement. However, any procurements over \$150,000 shall require a bid and performance bond or other security satisfactory to the Purchasing Agency after consulting with the Finance Officer and the City Solicitor. Bonds required by statute will not be waived. Any such bonding or security requirements shall be set forth in the solicitation. Failure of the bidder to comply with the security requirements in the solicitation may result in the rejection of the bid or proposal.

(O) **Right to Inspect.** The City may, at reasonable times, inspect the place of business of a contractor or any subcontractor that is related to the performance of any contract awarded or to be awarded by the City.

(P) **Right to Audit.** The City may, at reasonable times and places, audit the books and records of any contractor who submits cost or pricing data required by solicitations. If the City determines that there may be a need to audit a procurement, the contract agreement shall define these rights and who will assume the cost of the audit.

(Q) **City Procurement Records.** All determinations and other written records pertaining to the solicitation, award or performance of a contract shall be maintained for the City in a contract file by the purchasing agency. All procurement records shall be retained and disposed of by the City according to the records retention guidelines, Internal Revenue requirements and schedules of the City.

§39.10 AUTHORITY TO AWARD AND AVAILABILITY OF FUNDS.

(A) **Authority to Award.** All procurement actions made based on approved department budgets and authorized CIP allocations shall be awarded by the purchasing agency having delegated authority provided by this Procurement Code. Procurement actions not authorized to a department or multi-year contracts without a “cancellation by the City” provision requiring future City appropriations, shall be approved by the Board of Mayor and Aldermen.

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

"Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(B) **Availability of Funds.** Unencumbered funds to cover the entire purchase order or contract must be available in the appropriate budget of the purchasing agency prior to award of any purchase order or contract. Purchase orders and contracts are subject to the annual appropriation of funds. Multi-term purchase orders or contracts shall have adequate unencumbered funds available for the first year except as noted.

§39.20 SOURCE SELECTION.

(A) **Small Purchases.** Small purchases are considered informal procurement actions. Procurement requirements shall not be artificially divided so as to constitute a small purchase.

(1) Total price is \$10,000 or less, it shall be made after adequate inquiry based on the director or his designee's knowledge of a reasonable price and satisfactory quality.

(2) Total price more than \$10,000 to \$25,000. When the total price is greater than \$10,000, and not more than \$25,000 purchases shall be made using documented oral or written price or rate quotations from an adequate number of suppliers. If available, a minimum of three quotations from qualified suppliers shall be obtained. Such price and rate quotations, the date of such quotations and the names of suppliers shall be documented.

(B) **Competitive Sealed Bidding.** Competitive sealed bidding is considered a formal procurement action. Except as provided in this Procurement Code, all purchases in excess of \$25,000 shall be made by competitive sealed bidding. Purchase orders and contracts shall be awarded to the lowest responsible bidder except as provided for in this code.

Competitive sealed bidding procedures shall at a minimum, incorporate the following:

(1) Formal bid specifications that at a minimum include the general terms and conditions of the proposed purchase, requirements of the bidder, form of contract, the forms for submission of bids and the basis of award.

F

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(2) Product or service specifications that accurately describe the product or service required in such a manner as to not preclude competition. If specific manufacturer's names or models are used to describe the product or service, a minimum of two manufacturers' names should be used if available. There shall be a provision for approval of an equal product or service. Also, see Section 39.50 (5).

(3) Adequate public notice of a minimum of (5) business days, prior to the date established for the opening of bids. Such notice shall include as a minimum, publication in a newspaper of general distribution.

(4) Sealed bids shall be opened publicly at the time and place designated in the Invitation for Bids. A tabulation of all bids received shall be available for public inspection within a reasonable period of time. Departments shall determine an adequate amount of time.

(5) The purchasing agency may negotiate with the two low bidders in order to reduce the bid to fall within available funds and/or to obtain a lower bid amount, provided that the original intent of the procurement is not materially changed. The right to negotiate a lower total bid must be a condition of the bidding documents.

(6) The award of bids shall be formalized through the execution of a purchase order or written contractual agreement.

(7) The purchasing agency may reject any or all bids or parts thereof when such rejection has been determined to be in the City's best interest.

(C) **Multi-Step Sealed Bidding.** When it is considered impractical to readily prepare a detailed specification to support an award based on price, a two-step bid process may be used. The first step is a request for proposals, based on a general or performance specification, requesting the submission of unpriced technical proposals. The second step is an invitation for firm and final priced bids to those bidders whose proposals have been determined to be technically acceptable under the criteria set forth in the first step.

The multi-step sealed bidding method may be used if the purchasing agency determines that:

(1) Available specifications or purchase descriptions are not sufficiently complete to permit full competition without technical evaluations and discussions to ensure mutual understanding between each bidder and the City.

(2) Definite criteria exist for evaluation of technical offers.

(3) More than one technically qualified source is expected to be available.

(4) A fixed price contract will be used.

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

The Invitation to Bid must provide notice that a multi-step process is being used. The notice should explain the multi-step process and that only those bidders providing technically acceptable proposals, will be allowed to participate in submitting a firm and final bid price.

Adequate public notice of a minimum of 10 working days prior to the date established for the opening of bids shall be provided. Such notice shall include as a minimum publication in a newspaper of general circulation.

Award shall be made to the lowest dollar responsible bidder.

(D) **Competitive Sealed Proposals.** When competitive sealed bidding is not practical or advantageous to the City, the purchasing agency director, may authorize the use of competitive sealed proposals and negotiations as the procurement method.

In determining whether competitive sealed bidding is practical or advantageous to the City, the purchasing agency director, shall consider the following factors:

- (1) Whether the cost to develop formal technical bid specifications sufficient to insure open competitive bids, would make the total cost of the procurement excessive.
- (2) Whether the proposed purchase is to be accompanied by land, development, or other related economic transactions, therefore the bid price may not accurately reflect the total economic effect of the purchase.
- (3) Whether the product or service is specialized or custom produced, and the development of terms, conditions, specifications, and other provisions specifically defining the procurement requires interaction with prospective suppliers.
- (4) Where no responsible bidder has submitted a bid in response to the invitation.

If the purchasing agency director determines that competitive sealed bidding is not practical and that competitive sealed proposals and negotiations should be used, the purchasing agency shall:

- (1) Develop terms, conditions and general or performance specifications for the product or service required.
- (2) In such cases where the award is not necessarily to be based on the lowest negotiated price, the request for proposals shall indicate and define the relative importance of price and other significant evaluation factors.
- (3) Provide adequate public notice as in the case of competitive sealed bids.

F

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester,
as follows:

(4) Sealed proposals shall be received at the time and place designated in request for proposals. A proposal received after the closing date and time set for the receipt of proposals, is late and shall not be considered. No proposals shall be handled so as to permit disclosure of the contents of any proposal to competing offerers during the process of negotiation. Submission of the proposal shall be conditioned on not disclosing the proposals content until the completion of negotiations and award of a contract. Proposals shall be opened in the presence of witnesses. Proposals and modifications shall be shown only to City personnel having a legitimate interest in them or persons assisting in the City evaluation.

After the opening and evaluation of competitive sealed proposals, written or verbal negotiations may be conducted with one or more parties who have submitted proposals. Such negotiations are designed to achieve terms and conditions most favorable to the City. Negotiations need not be conducted where time constraints preclude additional negotiations or where the purchasing agency certifies that acceptance of an initial offer without discussion, would result in fair and equitable prices. The request for proposals shall clearly define the City's rights pertaining to negotiations.

(5) Award shall be made to the proposer whose proposal has been determined to be responsive and most advantageous to the City. The contract file shall contain, in writing, the basis on which award is made.

§39.30 PREQUALIFICATION OF BIDDERS.

(A) Prequalification of potential bidders shall be accomplished for all contracts for construction, reconstruction, alteration and repair or refurbishing of real property with an estimated project cost in excess of \$250,000. Prequalification of contractors based on the type of work and dollar limits may be done annually. The invitations for bids shall be issued only to firms that have, in the City's sole determination, been prequalified.

(B) The purchasing agency involved shall establish rules and regulations that govern prequalification of bidders. The rules and regulations shall take into consideration:

(1) The ability, capacity, and skill of the bidder to perform the contract or provide the service required.

(2) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

- (3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (4) The quality of performance on previous contracts.
- (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (6) The sufficiency of financial resources and ability of the bidder to perform the contract.
- (7) The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- (8) The ability of the bidder to provide future maintenance and service.
- (9) The number and scope of bidder conditions attached to the bid.
- (10) The amount of total direct and indirect costs that would be incurred by the City because of the bid.
- (11) The ability of the bidder to meet the City's bonding and insurance requirements.

(C) These rules and regulations may also include other special considerations as authorized by law.

§39.40 PROFESSIONAL SERVICES.

The procurement of accounting, architectural, auditing, engineering, financial, legal, data processing, medical services and independent consultant services for personnel, insurance and actuarial planning and management, human resource and public relations, may be accomplished using the following procedures:

(A) **Professional Services \$25,000 or Less** – The purchasing agency may solicit one or more proposals for the procurement of professional services at a fee which is deemed fair and reasonable. The purchasing agency will document the basis of the procurement in the project file. In no case shall more than three awards be made to the same vendor in any 12 months without the prior written notification to the Finance Officer.

F

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(B) **Professional Services greater than \$25,000** – A formal Request for Proposal process shall be used. The purchasing agency shall develop a Request for Proposals to include terms, conditions, scope of service, desired results, end product and consultant qualification. Selection criteria and the method of determining a final fee by the City will be included in the Request for Proposals. This process can be accomplished in a Request for Qualification Phase and a Request for Proposals Phase. The Request for Proposal process shall include the following:

(1) Adequate public notice of a minimum of ten business days prior to the date established for the receipt of qualifications and/or proposals shall be provided. Such notice shall include as a minimum, publication in a newspaper of general circulation.

(2) A minimum of three proposals, if available, shall be evaluated and selection made based on demonstrated competence, qualifications and project approach for the services required. Where applicable to a particular project, factors such as the following shall be used in tentatively selecting a firm:

- (a) Specific experience with similar projects.
- (b) Specific experience with earlier phases of the same project.
- (c) Background and experience of staff members who would be

assigned to the job.

- (d) Availability.
- (e) Locality of firm.
- (f) Ability to communicate ideas.
- (g) Ability to supply all of the major disciplines necessary to

perform the work.

- (h) Qualifications of subcontractors/subconsultants.
- (i) Conceptual design/project approach.
- (j) Accuracy of the firm in estimating time and cost requirements.
- (k) Responsiveness to requirements contained in the RFP.
- (l) Financial capabilities of the firm.

(3) The purchasing agency may interview one or more of the proposers in order to clearly understand the proposers qualifications and the submitted proposal.

(4) Selection criteria may be established in order to determine the best overall proposal. The criteria may incorporate a weighting system for the proposals received.

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(5) Fees for professional services are an important consideration, which must not be taken lightly. However, selection shall be ultimately based on demonstrated competence, qualifications and project approach at a reasonable fee. Depending on the complexity of the project, the purchasing agency may utilize one of the following procedures to determine a fee:

(a) The fee can be requested as part of the requested proposal and considered in tentatively selecting a firm.

(b) A multi-step sealed procurement can be requested where the sealed fee is not opened until a proposer has been tentatively selected.

(c) A fee can be negotiated after a proposer has been selected and a final scope of services has been determined.

(6) If necessary, the purchasing agency may negotiate with one or more responsive firms in order to make a tentative selection. Once a tentative selection has been made, a final scope of services and fee shall be negotiated with the selected firm in order to enter into a contract deemed to be in the best interest of the City.

(7) On award, all contracts for professional services shall be formalized in a written agreement signed by the applicant and the purchasing agency.

§39.50 NEGOTIATED PROCUREMENT ACTIONS.

(A) Purchase orders or written agreements shall be awarded without benefit of formal or informal bidding in one or more of the following cases. Negotiation methods may be used to award the contracts.

(1) Purchases required in the event of an emergency that necessitates the immediate purchase of goods or services.

(2) Purchases where the cost of the service is fixed by law.

(3) Purchases that can be procured through cooperative intergovernmental purchase agreements with other government jurisdictions.

(4) Sole source procurements, where the proposed purchase is manufactured by only one company.

(5) Purchases from a sole manufacturer, where it is determined to be more efficient and economical to reduce costs of maintenance of additional repair parts, suppliers or services.

(6) Purchases that have been preceded by competitive sealed bidding, where no responsive bidder has responded.

F

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester,
as follows:

(7) Purchases under extensions of contracts when the same or lower price is extended for another year or part of a year. The maximum extensions shall not exceed five years without written notification to the Finance Officer.

(8) Purchases under intergovernmental agreements or contracts that require use of procurement procedures inconsistent with the provisions of this section.

(9) City share contracts that include contracts with developers for the construction of public improvements whereby the City shares in the cost of construction.

(10) Used, discontinued or otherwise unique equipment or commodities that become available (such as at an auction) or are offered only for a limited time and may be acquired below the cost of similar new items.

(11) Service on existing equipment when it is advantageous to the City to obtain parts, repair or service on existing equipment from a factory authorized dealer or distributor.

(12) Perishable supplies that cannot be purchased by ordinary procurement methods because of imminent spoilage or decay.

(13) Standardized parts, modules or accessories that will minimize excessive inventory or maintain compatibility with existing furnishings or installations.

(14) Open ended purchase orders or written agreements with local suppliers in order to provide for emergencies, reduced down time of equipment or projects, and for supplies and materials not stored in a City warehouse.

§39.60 SPECIALIZED PROCUREMENT ACTIONS.

(A) The procurement of the following goods and services shall be made exclusively by the delegated purchasing agency. Exceptions may only be granted with a written waiver from the Board of Mayor and Aldermen:

(1) Insurance and actuarial services by the Risk Manager and/or the Finance Officer.

(2) Legal services by the City Solicitor.

(3) Information technology services, hardware, software and network capable devices including telephones by the Information Services Director

(4) Accounting and banking services by the Finance Director.

(5) Auditing services by the Auditor.

(6) Other purchases from nondepartmental appropriations shall be made by the Finance Officer unless otherwise indicated in the budget.

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(B) When purchasing insurance, a prequalification process may be used inviting agents and brokers to submit a questionnaire regarding their experience and qualifications. Only firms that, in the City's sole determination qualified, shall be selected for the bid process. Each firm selected to bid shall submit common specifications to their assigned insurance carriers. Awards for such purchases shall be made to the lowest responsible bidder. The City may retain the agency, and/or carrier receiving the contract for a period not to exceed three (3) years, reasonable premium increases notwithstanding, before any renewal of this bidding procedure.

(C) In any award, the City may take into consideration any costs of conversion involved.

§39.70 COOPERATIVE PROCUREMENT.

The purchasing agency shall have authority to join with any other municipal, state or federal governmental agency in cooperative procurement actions.

§39.80 SPECIAL PROCUREMENT METHODS.

The Purchasing Agency proposing to utilize this section of the Procurement Code must detail in the project file why utilizing this section of the Code is in the best interest of the City.

(A) PROCUREMENT METHODS.

(1) **Design-Build** is a project delivery method in which the procuring agency enters into a single contract for design and construction of an infrastructure facility. Procurement of Design-Build services shall generally follow procedures outlined in the “Design Build Manual of Practice”, as published by the “Design Build Institute of America”.

F

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(2) **Design-Bid-Build** means a project delivery method in which the purchasing agency sequentially awards separate contracts, the first for Architectural and Engineering Services to design the project and the second for construction of the project according to the design.

(3) **Operation and Maintenance** is a project delivery method whereby the procuring agency enters into a single contract for the routine operation, routine repair, and routine maintenance of an infrastructure facility. Operation and Maintenance services shall be procured from prequalified contractors by utilizing competitive sealed proposals submitted in response to a Request for Proposals, which has established the supplies and services required to maintain and operate infrastructure facilities.

(4) **Design-Build-Operate-Maintain** is a project delivery method in which the procuring agency enters into a single contract for design, construction, maintenance, and operation of an infrastructure facility over a contractually defined period. All or a portion of the funds required to pay for the services provided by the contractor during the contract period are either appropriated by the City prior to award of the contract or secured by the City through fee or user charges. Procurement of Design-Build-Operate-Maintain services shall generally follow procedures outlined in the “Design Build Manual of Practice”, as published by the “Design Build Institute of America”.

(5) **Design-Build-Finance-Operate** is a project delivery method in which the procuring agency enters into a single contract for design, construction, finance, maintenance, and operation of an infrastructure facility over a contractually defined period. No funds are appropriated to pay for any part of the services provided by the contractor during the contract period. Procurement of Design-Build Finance Operate Maintain services shall generally follow procedures outlined in the “Design Build Manual of Practice”, as published by the “Design Build Institute of America”. A preliminary determination by the City should have been made that project revenues are sufficient, over the length of the proposed contract, to cover design, construction, finance, and operations.

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(6) **Design-Build-Finance-Operate-Maintain** means a project delivery method in which the purchasing agency enters into a single contract for design, construction, finance, maintenance, and operation of an infrastructure facility over a contractually defined period. No City funds are appropriated to pay for any part of the services provided by the contractor during the contract period. This deliver method does not preclude the City from providing financing as long as the City ultimately is reimbursed all of its costs over the life of the contract agreement.

(7) **Construction Management Services** is a project delivery process by which a qualified third party provides construction leadership with a defined scope throughout various phases of the project (e.g. planning, design and construction). The Construction Manager would typically provide advice and the construction leadership, contract management, direction, supervision, coordination and control of the work during the construction phase. The Construction Manager would strive to integrate the expertise of the design professional with the contractors knowledge of project constructability in order to obtain a cost effective end result. The Construction Manager could hold the dual role of design professional and contractor. The procurement of Construction Management Services shall generally follow procedures outlined by the Association of General Contractors “Owners Guidelines for Selection of a Construction Manager”.

(8) **Other Special Project Delivery Methods** or combinations of the above may be utilized provided that the purchasing agency can demonstrate that the delivery method meets the intent of this procurement code and receives the approval of the Board of Mayor and Aldermen.

F

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester,
as follows:

(C) **EVALUATION FACTORS.** The Request for Proposals shall state all evaluation factors and subfactors that will be separately rated and the weights to be given to each factor and subfactor in the evaluation. Evaluation factors may consist of the following:

- (1) Demonstrated compliance with design requirements,
- (2) Qualifications and experience,
- (3) Financial capacity,
- (4) Project schedule,
- (5) Price (or life-cycle price for Design-Build-Operate-Maintain and Design-Build-Finance-Operate-Maintain procurements), and
- (6) Other evaluation factors if any.

(D) The Request for Proposals may require each offerer to identify an Independent Design Peer Reviewer whose competence and qualifications to provide such services shall be an additional evaluation factor in the award of the contract. The City reserves the right to choose its' own Independent Design Peer Reviewer.

§39.90 PROHIBITIONS.

(A) **Conflict of Interest.** No employee, officer or agent of the City shall participate in the award or administration of a contract in which they or any member of their immediate family has an interest. No employee, officer or agent shall participate in the award or administration of a contract with any person, firm, partnership or corporation in which they or any member of their immediate family is an officer or employee or is about to become an officer or employee.

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

“Amending Chapter 39: Procurement Code of the Code of Ordinances of the City of Manchester by deleting Chapter 39 in its entirety and inserting a new Chapter 39: Procurement Code.”

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(B) **Pecuniary Benefit.** No employee, officer or agent of the City who is participating or is about to participate in the award or administration of a contract, shall either solicit or accept any kickback, gratuity, contingent payment or other pecuniary benefit from any firm, person, partnership or corporation involved in such contract. For the purpose of this section, PECUNIARY BENEFIT means any advantage in the form of money, property, commercial interest, travel, offer of employment or anything else, the primary significance of which is economic gain.

(C) **Standards of Conduct.** Every employee, officer or agent of the City is expressly prohibited from knowingly participating in the following:

(1) Underestimating or exaggerating requirements to certain prospective bidders for the purpose of influencing bids.

(2) Misrepresenting competitor's prices, quality or service to obtain concessions.

(D) **Savings Provision.** Nothing in this subchapter is intended to invalidate or in anyway limit the term of any contract or special service agreement lawfully made prior to the effective date of this subchapter.

II. This Ordinance shall take effect upon its passage.

G

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Bills on Second Reading respectfully recommends, after due and careful consideration, that Ordinance:

“Amending Chapter 52: Sewers of the Code of Ordinances of the City of Manchester by amending Section 52.160(A)(2), Sewer Rental Charges and Section 52.161 Septage Service Charge by increasing the user charges and septage service charges in the City of Manchester.”

ought to pass.

Respectfully submitted,



Clerk of Committee

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

"Amending Chapter 52: Sewers of the Code of Ordinances of the City of Manchester by amending Section 52.160 (A)(2), Sewer Rental Charges and Section 52.161 Septage Service Charge by increasing the user charges and septage service charges in the City of Manchester."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

I. Deletions to existing ordinance language are ~~struckthrough~~. New language appears in *italics*. Sections of the following chapter that remain unchanged appear in regular type.

§ 52.160 SEWER RENTAL CHARGES.

(A) The following sewer rental charges shall be in effect unless amended by further action of the Board of Mayor and Aldermen:

(1) Service charges are payable at the following rates per quarter:

- (a) Structures containing single- dwelling unit - \$11.
- (b) Structures, containing two dwelling units - \$9 per unit.
- (c) Multiple structures, per dwelling unit - \$7.
- (d) Commercial establishments, per establishment - \$15.
- (e) Industrial establishments, per establishment - \$31.

(2) User charges for industrial establishments shall be computed under the usage charge formula based on the unit costs provided herein. User charges for residential and commercial premises ~~computer under the usage charge formula on said unit costs~~ are computed based on the number of cubic feet of water consumed on the premises as metered by the waterworks at the rates per 100 cubic feet and the effective billing dates as follows:

<u>RATE</u>	<u>EFFECTIVE BILLING DATE</u>
\$1.37/100 CF	1/01/94
\$1.55/100 CF	1/01/96
\$1.80/100 CF	7/1/05

(B) In the case of nonmetered premises, the average consumption for comparable structures as determined by the Chief Sanitary Engineer shall be used as a basis for billing. Such owners may have metering facilities installed at their own expense. Such installations must be requested in writing and conform to EPD policy for such installations.

G

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

"Amending Chapter 52: Sewers of the Code of Ordinances of the City of Manchester by amending Section 52.160 (A)(2), Sewer Rental Charges and Section 52.161 Septage Service Charge by increasing the user charges and septage service charges in the City of Manchester."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(C) Unit costs under the user charge formula are established at the rates and at the effecting billing dates as follows:

Vu	Bu	Su	Effective Date
\$1.29/1000 gallons	\$12.55/100 lbs.	\$12.32/100 lbs	1/01/94
\$1.46/1000 gallons	\$14.19/100 lbs.	\$13.93/100 lbs.	1/01/96
\$1.67/1000 gallons	\$17.57/100 lbs.	\$17.57/100 lbs.	7/01/05

(D) User charge credits for residential customers for extraneous water use are available by making application to the EPD for the installation of a "deduct" meter. Extraneous water use is that portion of the waterworks metered water, not returning to the sewer system.

(1) To participate, the residential user must install a deduct meter in accordance with conditions established by the Environmental Protection Division of the Highway Department. Such application shall be on forms provided by EPD. Usage charges for residential customers installing a deduct meter will be computed based on the number of cubic feet of water consumed on the premises as metered by the waterworks minus the number of cubic feet of water as measured by the deduct meter at the effective rates of division (C) of this section.

(2) Failure to comply with all conditions or any attempt to defraud the billing system as determined by EPD, will result in revocation of the right to use the deduct meter and in such case billing calculations will revert to the terms described in division (C). In such case, penalties will be sought in accordance with all applicable ordinances.

(3) User charge credits for non-residential customers are available by making application to the Highway Department, Environmental Protection Division (EPD) for a deduct meter as stipulated in (1) and (2) above and in accordance with conditions established by the Highway Department. Credits for non-residential users will be given for water used for irrigation purposes only. All other provisions of §52.160 will apply.

(4) User charge credits for elderly, residential accounts will be given to those sewer accounts that are granted an elderly exemption by the Tax Assessor's Office. Residents qualifying for the tax exemption will be billed at the rate of 50% of the current sewer usage charge and 50% of the current sewer service charge. This credit will not apply to condominium associations or homeowners associations. All other provisions of §52.160 will apply.

City of Manchester New Hampshire

In the year Two Thousand and Five

G

AN ORDINANCE

"Amending Chapter 52: Sewers of the Code of Ordinances of the City of Manchester by amending Section 52.160 (A)(2), Sewer Rental Charges and Section 52.161 Septage Service Charge by increasing the user charges and septage service charges in the City of Manchester."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

(E). User charge credits for residential accounts will be given to those sewer accounts that are granted a tax deferral by the Tax Assessor's Office for those on the Tax Deferral for Elderly and Disabled Persons Program. Residents qualifying for the tax deferral will be billed at the rate of 50% of the current sewer service charge. This credit will not apply to condominium associations or homeowners associations. The sewer usage and sewer service charges will revert back to standard rates outlined in §52.160 upon notification from the Tax Assessor's Office that the property has been removed from the Tax Assessor's Tax Deferral Program. All other provisions of §52.160 will apply.

§ 52.161 SEPTAGE SERVICE CHARGE.

There is hereby established the following service charge for the receipt of septage into the Manchester Wastewater Treatment Facility for the treatment of said septage prior to discharge thereof into the Merrimack River to be effective at the rates and billing dates as follows:

- (A) For any discharge of one thousand gallons or less - ~~\$70.00~~ \$80.00/1000 gallons.
- (B) For any discharge in excess thereof, a charge of ~~\$7.00~~ \$8.00 per multiple of 100 gallons or any part of such multiple ~~effecting effective beginning 1/1/93~~ 7/01/05.
- (C) For any discharge as measured by the weight scale at the septage receiving facility: ~~\$.07 per gallon (using conversion of 8.34 lb/gal), effective 1-1-93; or, \$.0085 per pound~~ \$.08/gallon (using conversion factor of 8.34 lb/gal) or \$.00959 per pound, effective 7/01/05.

II. This ordinance shall take effect July 1, 2005.

H

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Bills on Second Reading respectfully recommends, after due and careful consideration, that Ordinance:

“Amending Chapter 71: Snow Emergency Regulations, Sections 71.03 and 71.99 of the Code of Ordinances of the City of Manchester increasing the penalties for violation of snow emergency winter parking.”

ought to pass.

Respectfully submitted,



Clerk of Committee

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

"Amending Chapter 71: Snow Emergency Regulations, Sections 71.03 and 71.99 of the Code of Ordinances of the City of Manchester increasing the penalties for violation of snow emergency winter parking."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

I. Amend the Code of Ordinance by inserting new language in Section 71.03 Winter Parking and Section 71.99 Penalty as bolded (*italics*). Portions of the following section that remain unchanged appear in regular type.

71.03 WINTER PARKING.

It shall be unlawful for any person having custody or control of any vehicle to park or cause to be parked on any public street or highway hereinafter defined as a "snow emergency route" between the hours of 7:00 a.m. and 11:00 p.m., between the period of November 15 and May 15 in each succeeding year. *Violation of this section shall be as defined in Section 71.99 Penalty.*

71.99 PENALTY.

(A) Each such owner or operator of a vehicle who violates any provision of this chapter or Chapter 73, Parking Schedules, may, within seven days of the time when such notice was attached to such vehicle pay to the Parking Violations Bureau in person or by mail, for and in full satisfaction of such violation, the sum of \$25, *except that the fine for violation of Section 71.03 Winter Parking shall be \$75.*

(B) Failure to make such payment within seven days following a violation shall result in a minimum fine of \$50, *except for violation of Section 71.03 Winter Parking, which shall result in a minimum fine of \$150,* and may subject the owner or operator of the motor vehicle to an appearance in district court and a fine of not more than \$1,000 upon conviction thereof.

II. This Ordinance shall take effect upon its passage.

I

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Board authorize acceptance and expenditure of funds in the amount of \$1,178,584 for various Homeland Security & Hazardous Material Projects, and for such purpose a resolution and budget authorizations have been submitted.

Respectfully submitted,



Clerk of Committee

T

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Board authorize acceptance and expenditure of funds in the amount of \$5,000 for 2005 CIP 214205 Endowment for Health – Health Link Program, and for such purpose a resolution and budget authorization has been submitted.

Respectfully submitted,

L. N. Bernier

Clerk of Committee

K

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Board authorize transfer and expenditure of funds in the amount of \$86,852.95 for 2005 CIP 510005 Park Facilities Improvement Program, and for such purpose a resolution and budget authorizations have been submitted.

Respectfully submitted,



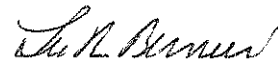
Clerk of Committee

L

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Board authorize acceptance and expenditure of funds in the amount of \$260,000 for 2005 CIP 710205 Public Works Infrastructure Program, and for such purpose a resolution and budget authorization has been submitted.

Respectfully submitted,



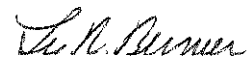
Clerk of Committee

m

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that a petition to discontinue a portion of Gay Street be referred to a Road Hearing to be scheduled at a later date by the Office of the City Clerk.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "L. N. Sumner".

Clerk of Committee



KEACH-NORDSTROM ASSOCIATES, INC.

m

February 14, 2005

Honorable Board of Mayor and Alderman
City of Manchester
One City Hall Plaza
Manchester, NH 03101

Subject: Petition for Street Discontinuance
Gay Street Extension
Manchester, New Hampshire

Honorable Mayor and Alderman:

On behalf of Summit Packaging Systems, Inc., (Petitioner), owner of the real property located 400 Gay Street (Tax Map 651-A Lot 2) in the City of Manchester, I hereby submit this petition for a right-of-way discontinuance of a portion of Gay Street. The Petitioner represents that for the accommodation of the public there is occasion for the north-end terminus of Gay Street to be discontinued. Presently, the north end of Gay Street has a hammer-head turn-around. The Petitioner proposes to remove this existing turn-around and in its place construct a new cul-de-sac with a dedicated right-of-way to the City of Manchester. Please refer to the attached "Right-of-Way Plan."

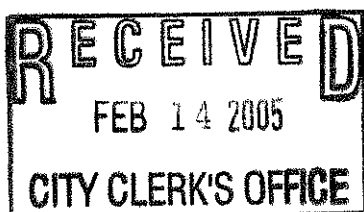
We thank you in advance for your consideration of this request.

Sincerely,

Jeffrey W. Lewis, PE

Copy w/ enclosures to:

Scott Gilroy, (Summit Packaging)
Mark McLaughlin, (Harvey Construction)
Sue Manchester, (Shaheen, Phinney, Bass & Green)



Civil Engineering

Land Planning

Landscape Architecture

10 Commerce Park North, Suite 3B

Bedford, NH 03110

Phone (603) 627-2881

Fax (603) 627-2915

m

Petition for Street Discontinuance

Location: Gay Street Extension (northern terminus)

Petitioner: Summit Packaging Systems, Inc.
400 Gay Street

To the Honorable Board of Mayor and Aldermen of the
City of Manchester:

The Undersigned respectfully represents that for the accommodation of the public there is occasion for the discontinuance of an existing City street right-of-way, described as follows:

The dead-end portion of Gay Street north of Tax Map 651A Lot 15, as shown on the attached Right-of-Way Plan.

Therefore, the undersigned respectfully requests you to discontinue the above-described portion of Gay Street.

Dated this 7 day of February 2005.

By: Scott Culley



**City of Manchester
Department of Highways**

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission

Edward J. Beleski
- Chairman
Henry R. Bourgeois
William F. Kelley
Michael W. Lowry
William A. Varkas

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

March 8, 2005

Community Improvement Committee of the Board of Mayor and Aldermen
c/o Leo R. Bernier, City Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

RE: PETITION FOR DISCONTINUANCE OF A PORTION OF GAY STREET

Dear Committee Members,

We have reviewed the referenced item and have found the following:

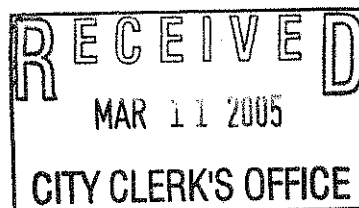
- That Gay Street was accepted at HS&B book 16 page 118.
- That street ends in a hammerhead as shown on the 1993 survey plan by John T. Hills recorded at the Hillsborough County Registry of Deeds as plan #26482.
- Part of this petition is to replace the existing hammerhead with a cul-de-sac.

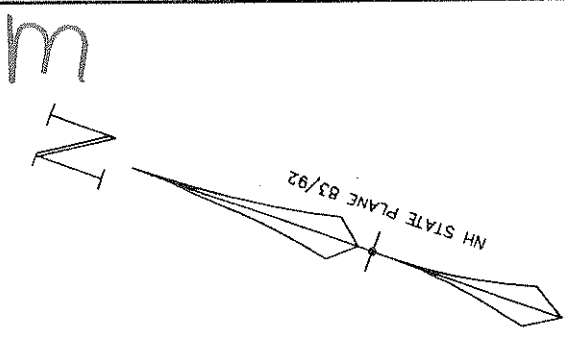
The Highway Department supports the discontinuance of the existing hammerhead conditional upon the submittal of design plans and bonding for the replacement cul-de-sac.

Sincerely,

Frank Thomas, P.E.
Public Works Director

MJM
cc: File





PORTION OF GAY STREET
TO BE DISCONTINUED

PORTION OF LOT 651-2 TO BE
DEDICATED TO THE CITY OF
MANCHESTER AS A PART OF
THE GAY STREET R.O.W.
4,693 S.F. ±
0.1077 ACRES ±

LOT #651A-1

LOT #651A-2

LOT #651A-15

GAY STREET
60' WIDE R.O.W. - SEE BK. 16, PG. 118 OF CITY OF
MANCHESTER BOOK OF STREETS AND BRIDGES FOR
EXISTING ACCEPTANCE

RIGHT OF WAY
ACCEPTANCE PLAN OF
GAY STREET
MANCHESTER, NEW HAMPSHIRE

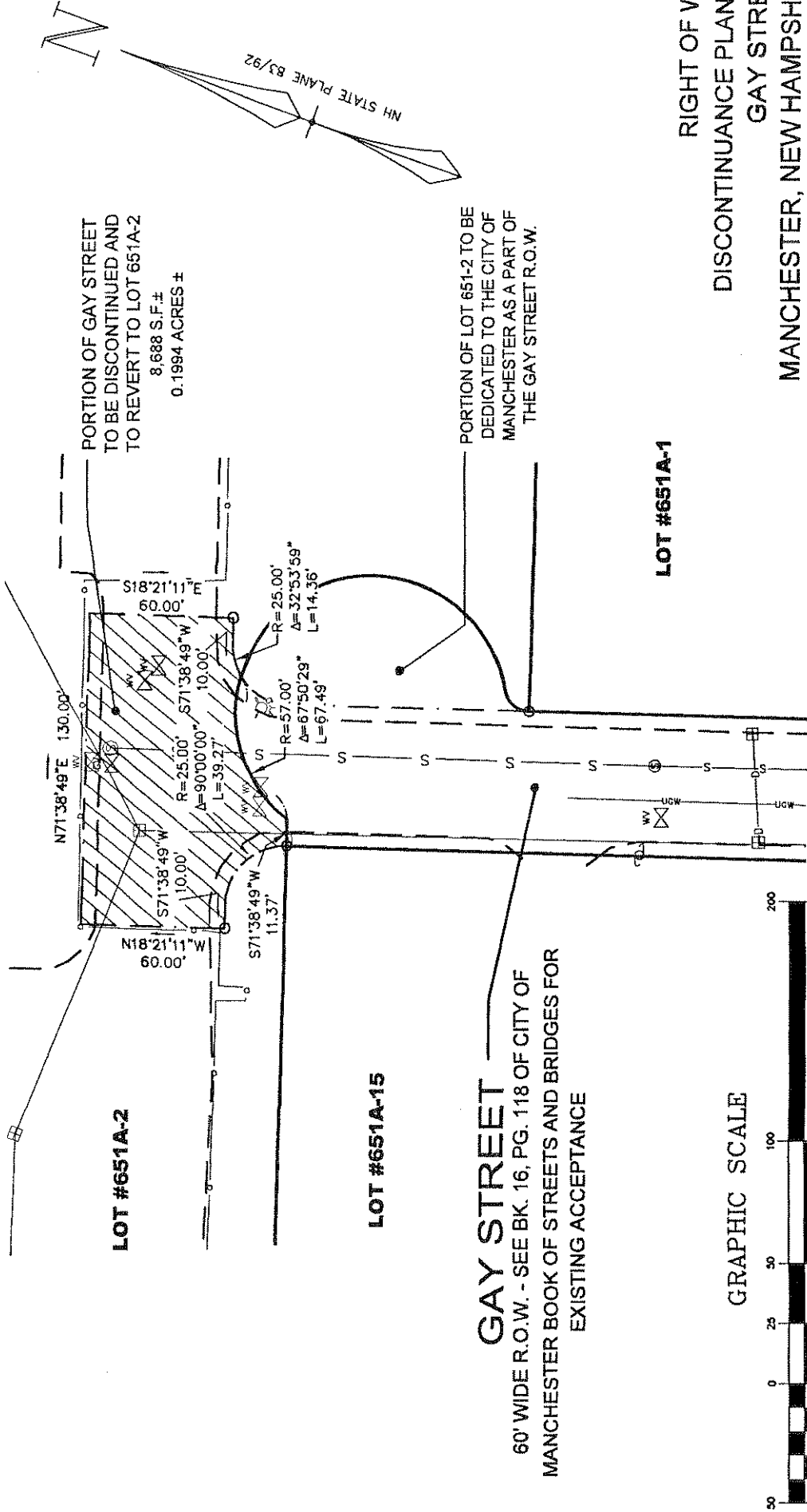
SCALE: 1" = 50' DATE: 12 APRIL 2005

JOB #2004183_ROW

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



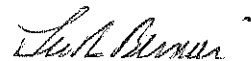
3

N

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that a petition for dissolution of Madison Street be referred to a Road Hearing to be scheduled at a later date by the Office of the City Clerk.

Respectfully submitted,



Clerk of Committee



1193 Hooksett Road • Hooksett, NH 03106
603-625-4LAW • 603-625-4529 • Fax: 603-625-1606
www.6254law.com

Robert C. St. George
Admitted in MA & NH
rstgeorge@6254LAW.com

David F. Spenard
Admitted in MA
dspenard@6254LAW.com

January 19, 2005

Robert St. George, III
41-45 Jefferson Street
Manchester, NH 03101

Dear Honorable Mayor and City Alderman:

Enclosed please find my petition for dissolution of a paper street known as Madison Street. The following plans have also been included to serve as a description of Madison Street.

If you have any questions, feel free to call. I thank you for your time.

Sincerely,

Robert St. George, III

Enclosures

RSG/kas

N

MOTION TO PETITION FOR A DISSOLUTION OF A "PAPER STREET"

To the Honorable Board of Mayor and Alderman of the City of Manchester:

The undersigned respectfully represent that for the accommodation of the public there is occasion for discontinuing a highway/public road.

He now comes before you and request that you consider his petition to dissolve the "paper street" known as Madison Street, in its entirety, more particularly described in a plan obtained from the City of Manchester Highway Department entitled "Plan of Land at Fulton Place belonging to the Estate of Waterman Smith, shown as F3 80" and also a "Plan of House Lots at Fulton Place, shown as 403" enclosed herewith.

He, therefore, request you to discontinue the above-described Madison Street.

Dated at the City of Manchester, New Hampshire this 19th day of January 2005.

By: _____

Robert St. George- Owner
41-45 Jefferson St.



**City of Manchester
Department of Highways**

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission

Edward J. Beleski
- Chairman
Henry R. Bourgeois
William F. Kelley
Michael W. Lowry
William A. Varkas

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

January 28, 2005

Community Improvement Committee of the Board of Mayor and Aldermen
City Hall
c/o Leo R. Bernier, City Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

RE: PETITION FOR DISSOLUTION OF MADISON STREET

Dear Committee Members,

We have reviewed the referenced item and have found the following:

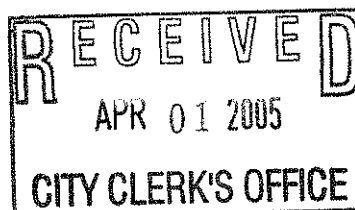
- Madison Street was dedicated by a subdivision plan entitled "Plan of Fulton Place" by Franklin Crombie, C.E. dated October 1854. This plan is recorded at the Hillsborough County Registry of Deeds as plan # 306.
- No acceptance of dedication or return of layout for Madison Street was found in the records of the City Clerk.
- It appears Madison Street was never opened nor built for public travel since the dedication in 1853. Being the plan dedication was before 1893 the Board of Mayor and Aldermen would need to release and discharge the dedication.

The Highway Department supports the release and discharge of Madison Street.

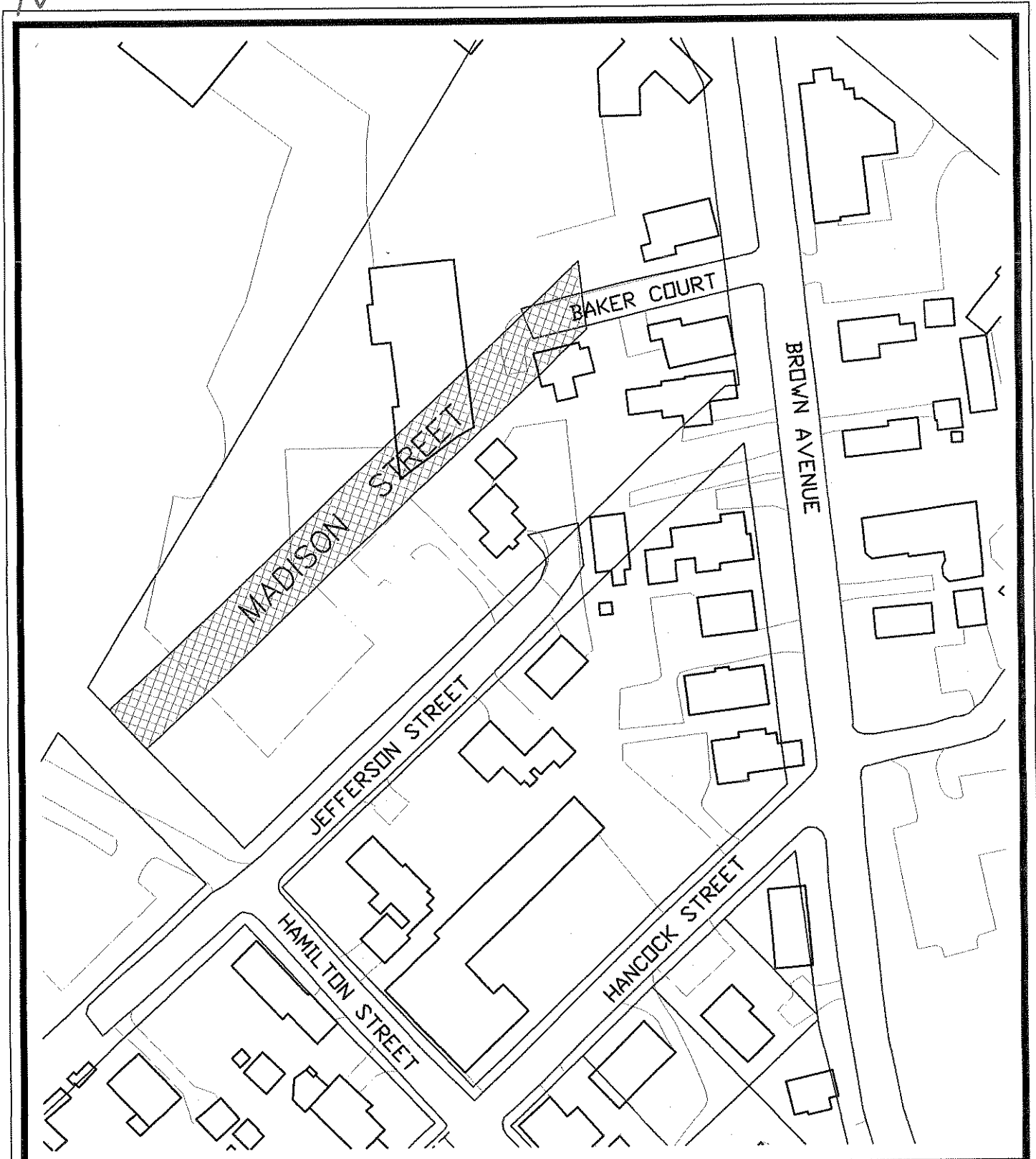
Sincerely,

Frank Thomas, P.E.
Public Works Director

MJM
cc: File



N



PROPOSED RELEASE
MADISON STREET

MANCHESTER, NEW HAMPSHIRE
JANUARY, 2005

 NORTH

SCALE
1" = 100'

0

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Community Improvement respectfully recommends, after due and careful consideration, that the Goffstown Babe Ruth Baseball League be allowed to acquire the former "Singer Field" lights at a cost of \$15,000.

Respectfully submitted,



Clerk of Committee



March 7, 2005

Mr. Daniel O'Neil, Chairman
Community Improvement Program
City of Manchester
1 City Hall Plaza
Manchester, N. H. 03101

Dear Mr. O'Neil,

I am sending this request to you on behalf of Goffstown Babe Ruth Baseball who are interested in acquiring the "Singer" Field Lights.

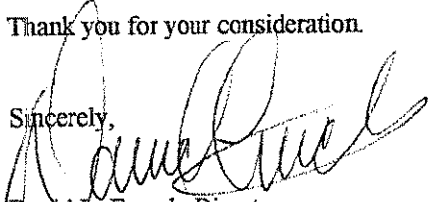
The Goffstown Babe Ruth Baseball League, will be working with the Goffstown Lions Club, in bringing "NIGHT BASEBALL" to Goffstown.

The group is committed to reimbursing the city for the costs incurred by the Parks & Recreation Department when they took down the lights. The lights would be installed at Lions Club Recreation Complex for use by GHS Baseball teams as well as Babe Ruth Baseball teams. The use of these lights would allow us to improve our programs by offering greater opportunities to play games for hundreds of youth.

We would like to be considered in your process and direct us in such a fashion so that we may follow the City of Manchester guidelines to acquire the lights.

Thank you for your consideration.

Sincerely,


David L. French, Director
American League
Goffstown Babe Ruth Baseball

c.c. Ron Ludwig



P O Box 222
Goffstown, NH 03045

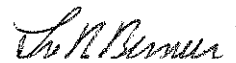
Together Everyone Achieves More

P

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Community Improvement respectfully advises, after due and careful consideration, that they have approved acceptance of a new trailer from Ron's Toy Shop for use by the Manchester Police Mounted Patrol Unit.

Respectfully submitted,



Clerk of Committee

P



Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

Memo to: Members of the Committee on Community Improvement Program

From: Robert S. MacKenzie
Director of Planning

Date: April 11, 2005

Subject: Police Department – Trailer Donation

The Police Department has notified this office that Ron's Toy Shop has donated a new trailer for use by the Mounted Patrol Unit. This trailer would be used to transport hay bails and for clean up of the coral.

The Committee's review of this request and a recommendation for acceptance of this donation to the full Board is respectfully requested.

Attachments:

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 FAX: (603) 624-6529
E-mail: planning@ci.manchester.nh.us
www.ci.manchester.nh.us



John A. Jaskolka
Chief

City of Manchester Police Department

Ralph Miller Public Safety Center
351 Chestnut Street Manchester, New Hampshire 03101-2294
(603) 668-8711 Business Phone
(603) 668-8941 Main Fax
(603) 628-6137 Administrative Offices Fax

Commission

James A. McDonald, Sr.
John J. Tenn
Nury Marquez
Thomas Noonan

Deputy Chiefs

Richard P. O'Leary
Glenn S. Leidemer
Gary T. Simmons

Executive Secretary
Kim Demers

March 14, 2005

Community Improvement Committee
One City Hall Plaza
Manchester, NH 03101

Dear Committee Members:

The Manchester Police Department is seeking the approval to receive a donated trailer to our fleet.

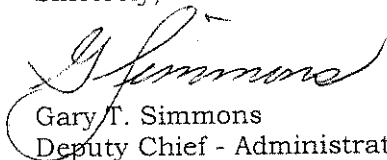
A local business has been in contact with the officers of the Mounted Unit indicating their desire to donate a Dump Trailer for the Units use. The trailer is new and Ron's Toy Shop on Elm Street is presenting the donation.

Although the primary use of the trailer would be for the Mounted Unit in moving around hay bails and disposing of waste at the coral, it would also have secondary use at the department for landscaping and other minor needs.

This is a very generous offer and should provide minimal expense to the department in terms of registration and limited mechanical care, yet will assist with the upkeep of the mounted unit.

If you have any questions do not hesitate to contact me.

Sincerely,


Gary T. Simmons
Deputy Chief - Administration

A NATIONALLY ACCREDITED LAW ENFORCEMENT AGENCY

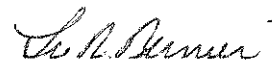


Q

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Finance respectfully recommends, after due and careful consideration, that a report of the Committee on Administration regarding the proposed agreement with MCAM be approved with amendments as enclosed herein.

Respectfully submitted,



Clerk of Committee



**City of Manchester
Office of the City Solicitor**

One City Hall Plaza
Manchester, New Hampshire 03101
(603) 624-6523 Fax (603) 624-6528
TTY: 1-800-735-2964
Email: solicitor@ci.manchester.nh.us

Thomas R. Clark
City Solicitor

Thomas I. Arnold, III
Deputy City Solicitor

Daniel D. Muller, Jr.
Kenneth R. Bernard
Michele A. Battaglia
Marc van Zanten

April 13, 2005

Leo Bernier, Clerk
Board of Mayor and Aldermen
One City Hall Plaza
Manchester, New Hampshire 03101

Re: Agreement with Manchester Community Access Media, Inc. (MCAM)

Dear Leo:

I have enclosed a copy of the proposed agreement with MCAM, which I have revised to reflect the amendments requested by the Committee on Finance at its meeting on April 11, 2005.

Please let me know if I can be of any further assistance.

Very truly yours,

Thomas I. Arnold, III
Deputy City Solicitor

Q

AGREEMENT BETWEEN

THE CITY OF MANCHESTER, NEW HAMPSHIRE
and
MANCHESTER COMMUNITY ACCESS MEDIA, INC.

Agreement made this _____ day of _____, 2005 by and between the City of Manchester, New Hampshire, (hereinafter "City") a body corporate and politic with an address of One City Hall Plaza, Manchester, New Hampshire and Manchester Community Access Media, Inc. (hereinafter "MCAM INC.") a New Hampshire Non-Profit Corporation presently of 530 South Porter Street, Manchester, New Hampshire.

WHEREAS, the City desires to provide support for the use of cable television public access channels provided pursuant to federal law.

WHEREAS, the City granted a Cable Television Renewal Franchise dated October 20, 2000, as amended to Media One of New Hampshire to which Comcast of New Hampshire Inc. (hereinafter "Cable Company") is a successor in interest.

WHEREAS, the Cable Television Renewal Franchise provides that the City may designate an access provider to operate and administer public, educational and government (PEG) access channels.

WHEREAS, the Cable Television Renewal Franchise that certain channel capacity be provided for PEG access.

WHEREAS, the Cable Television Renewal Franchise provides that certain payments and initial services shall be made by the franchise for PEG access equipment and facilities.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. TERM

~~This Agreement shall be for a period of ten (10) years commencing on July 1, 2005 and ending on June 30, 2015 unless earlier terminated, as provided for in this agreement.~~

This Agreement shall be for a period of three (3) years commencing on July 1, 2005 and ending on June 30, 2008 unless earlier terminated, as provided for in this Agreement. Unless earlier terminated, as provided for in this Agreement MCAM may extend the term of this Agreement to June 30, 2011 provided that it gives notice of its intention to extend the term no less than one hundred and twenty (120) days prior to June 30, 2008 and also provided that, at the time it gives notice of its intent to extend, MCAM has a signed and legally binding lease for a Community Access Center, as provided for in

Q

paragraph 3 A, with said lease, at minimum, running to June 30, 2011. Unless earlier terminated, as provided for in this Agreement MCAM may again extend the term of this Agreement to June 30, 2015 provided that it gives notice of its intent to extend no less than one hundred and twenty (120) days prior to June 30, 2011 and also provided that at the time it gives notice MCAM has a signed and legally binding lease for a Community Access Center, as provided for in paragraph 3 A, with said lease, at minimum, running to June 30, 2015.

2. PUBLIC ACCESS PROVIDER

Manchester Community Access Media, Inc. is designated as the access provider for the City's public access channels only. MCAM INC. is not the access provider for either the educational or Government access channels. MCAM INC. shall manage all channel capacity dedicated to public access pursuant to the Cable Television Renewal Franchise as amended as well as all applicable state and federal laws governing the operation of a 501 (c) 3 corporation. The foregoing notwithstanding the City may, in its sole discretion, revoke the designation of MCAM, INC as access provider for the City's public access channels.

3. SCOPE OF SERVICES

In exchange for funding to MCAM INC. ~~provided by the amendment to the Cable Television Franchise agreement~~ provided for in paragraph 13 of this agreement MCAM INC. shall provide the following services:

- A.) **OPERATE A COMMUNITY ACCESS CENTER**
Manage and operate a video production facility and equipment, available for public use at such hours and times as are reasonably necessary for such a facility and as are necessary for the convenience of the public and public access producers. Access to equipment and facilities shall be open to all those who satisfactorily complete training class(es) required by MCAM INC. or who receive a certification from MCAM INC., identifying said users as having satisfied training requirements through means other than classes.
- B.) **PROVIDE EQUAL ACCESS**
Provide access to the use of the equipment, facilities, channel(s), and services provided hereunder on a non-discriminatory basis to all members of the community for non-commercial programming purposes, whether individuals, groups or organizations, on a first come, first served non-discriminatory basis, pursuant to operating rules promulgated by MCAM INC..

- Q
- C.) **DEVELOP OPERATING POLICIES AND PROCEDURES**
Develop policies and procedures for use and operation of the public access equipment, facilities and channel(s) and file such policies and procedures with the City Clerk's office.
 - D.) **COMPLIANCE WITH LAWS, RULES AND REGULATIONS**
Administer the public access channel(s) and facilities in compliance with applicable laws, rules and regulations as well as with the Cable Television Franchise Renewal.
 - E.) **TRAINING**
Provide instruction and training for users in the use of the equipment, facilities and channel(s) of public access as well as in the techniques of video production. MCAM INC. shall also provide technical advice in the execution of productions.
 - ~~_____~~ F.) **PLAYBACK/CABLECAST**
Provide for the playback/cable-casting of programs on the public access channel(s). Within three months of the completion and opening of the access center, MCAM INC. shall playback/cablecast a minimum of 20 hours of local original programming per week and a minimum of 64 hours of, replayed and outside programming per week.
 - ~~_____~~ G.) **SPECIAL NEEDS GROUPS**
Support special needs groups and viewers such as the hearing impaired in program production and cable-casting.
 - H.) **PROMOTION**
Promote the use and benefit of the public access channel(s) and facilities to cable subscribers, the public and public access users.
 - I.) **CONSISTENT ACTIVITIES**
Conduct such other public access services and programming activities as are consistent with MCAM INC.'s obligations under this agreement and as are also consistent with the facilitation and promotion of non-discriminatory public access.

4. PUBLIC ACCESS CHANNELS OPEN TO PUBLIC

MCAM INC. shall keep public access channel(s) open to all City residents, subject to FCC regulations and other relevant laws. Neither the City, the Cable Company nor MCAM INC. shall have editorial control over programming on the public access channel(s) as long as said programming is lawful and consistent with the rules, regulations and policy of MCAM INC.. Nothing; however, shall prevent MCAM INC.,

Q

the City or the Cable Company from producing or sponsoring programming, prevent the City or Cable Company from underwriting programming or promoting certain types of programming. MCAM INC. may promulgate and enforce policies, procedures, rule and regulations to promote local use of the channels and make programming available and accessible to the viewing public, consistent with such, time, manner and place regulations as are appropriate.

5. INDEMNIFICATION

MCAM INC. hereby agrees to protect, defend, indemnify, and hold the City of Manchester, the Manchester School District and their employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by the City or the Manchester School District arising in favor of any party including claims, liens, debts, personal injuries including injuries sustained by employees of the city, death or damages to property (including property of the City and /or the Manchester School District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this agreement. MCAM INC. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of MCAM INC.. MCAM INC. also agrees to bare all other cost and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent. This provision is not intended to create any cause of action in favor of any third party against MCAM INC. the City and/or the Manchester School District or to enlarge in any way the licensee's liability but is intended solely to provide for indemnification of the city and the Manchester School District from liability for damages or injuries to third persons or property arising from MCAM INC.'s performance hereunder.

A.) MCAM INC. AGREES TO MAINTAIN IN FULL FORCE AND EFFECT:

1. Comprehensive general liability insurance, written on occurrence form including completed operations coverage, personal injury liability coverage, broad form property damage liability coverage, and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability.
2. Automobile Liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage.
3. Workers compensation insurance whether or not required by the New Hampshire revised statutes annotated, 1995, as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least

Q

\$100,000 for each accidental injury and, with respect to bodily injury by disease, \$100,000 each employee and \$500,000 per policy year.

4. Cable-caster's errors and omission insurance in the minimum amount of \$1,000,000.00. Said insurance shall, at minimum, cover the content of productions which are cablecast on the public access channels for, libel and slander; copyright or trade mark infringement; infliction of emotional distress, invasion of privacy, plagiarism and misuse of musical or literary materials.

5. The City shall be named as an additional insured on all the foregoing insurance policies.

6. Any and all deductibles on the above described insurance policies shall be assumed by and for the account of, and at the sole risk of MCAM INC..

7. Insurance companies utilized must be admitted to do business in New Hampshire or be on the insurance commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of best's key rating guide.

8. MCAM INC. agrees to furnish certificate(s) of the above mentioned insurance to the City of Manchester Risk Manager within fourteen (14) days from the date of this agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall name the City of Manchester and the Manchester School Department as additional insureds and shall state that in the event of cancellation or material change, written notice shall be given to the City of Manchester, Office of Risk Management, One City Hall Plaza, Manchester, New Hampshire 03101 at least thirty (30) days in advance of such cancellation or change.

9. The purchase of the insurance required of the furnishing of the aforesaid certificate shall not be a satisfaction of MCAM INC.'s liability hereunder or in any way modify the MCAM INC.'s indemnification responsibilities to the City of Manchester and/or the Manchester School Department.

6. COPYRIGHT – PERMISSION TO BROADCAST

Prior to cable-casting MCAM INC. shall require all producers and/or users to agree in writing that they have made all appropriate arrangements to obtain all rights to material to be cablecast and have clearance from all necessary broadcast stations, networks, sponsors, music licensing organizations' representatives and without limitation from the foregoing, any and all other persons, businesses, or organizations as may be necessary to transmit its or their program material over the public access channel(s) operated by MCAM INC.. MCAM INC. shall maintain copies of said agreement for, at minimum, the term of the applicable statute of limitations. The City shall be allowed to inspect said agreements upon reasonable notice.

Q

7. COPYRIGHT OWNERSHIP

MCAM INC. shall own the copyright of any program that it produces. Producers or users shall own the copyright of any program that they produce.

8. DISTRIBUTION

MCAM INC. shall require that all programs produced with funds, equipment, facilities or staff provided for under this Agreement shall be distributed on the public access channel(s) provided under this Agreement. This paragraph shall not limit other distribution of said programs such as is consistent with the rules, regulations or policies of MCAM INC..

9. EQUIPMENT AND FACILITIES

- A.) MCAM INC. shall be responsible for the maintenance of all equipment and facilities provided for MCAM INC.'s use pursuant to this Agreement or purchased with funds provided to MCAM INC. pursuant to this Agreement or otherwise provided to MCAM INC. by the Cable Television Franchise.
- B.) All equipment and facilities provided to MCAM INC. by the City or the Manchester School District (MCTV) as well as any equipment and facilities acquired by MCAM INC. using funds provided by the Cable Television Franchise or funds provided pursuant to this Agreement shall be owned by MCAM INC. for its use in carrying out the provisions of this Agreement. In the event of the dissolution, failure, or removal of MCAM INC. as the Public Access Provider for the City, ownership of all Public Access Television Equipment still in use from the initial inventory provided by the Manchester School Department, as well as any equipment purchased with funds provided by the Cable Television Franchise Agreement shall revert to the City or its designee immediately.
- C.) MCAM INC. shall keep records and an inventory sufficient for MCAM INC. and the City to identify the specific Public Access Television equipment and facilities purchased with funds provided by the City, Cable Television Franchise or provided pursuant to this Agreement. The City shall have the right to inspect and/or audit such records and/or inventory upon reasonable notice. All equipment purchased with funds provided by the City or pursuant to this Agreement shall be clearly and conspicuously marked as such. MCAM shall not transfer sell or otherwise dispose of any equipment provided by the City or purchased with funds provided by the City without the written consent of the City, except that MCAM may "trade in" equipment provided by the City or purchased with funds provided by the City for new equipment as long as the inventories that

Q

MCAM is required to keep show the traded in equipment as a funding source for the equipment being acquired and provided that MCAM INC gives the City at lease thirty (30) days notice of its intent to "trade in" said equipment.

- D.) If MCAM INC. should be dissolved, MCAM INC. shall transfer all assets of MCAM INC, not provided for under paragraph B above: to the City, or at the City's option, to such organization(s) designated by the City which at the time qualify as a tax exempt organization(s) under Section 501 (c)(3) or successor provisions of the Internal Revenue code.

10. NON-DISCRIMINATION

MCAM INC. shall not discriminate, in any manner, on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

11. INDEPENDENT CONTRACTOR

MCAM INC. is an independent contractor and there is no principal/agent relationship between MCAM INC. and the City. Nor is there any employer/employee relationship between MCAM INC. and the City. Any persons volunteering with or employed by MCAM INC. shall be entirely and exclusively under the supervision, direction and control of MCAM INC.. The City shall not have any authority over any person volunteering with or employed by MCAM INC.; likewise, the City shall have no control over any terms of employment for MCAM INC. employees or volunteers.

12. FUTURE TECHNOLOGIES

MCAM INC. is dependent upon the protection and continuation of community media. As media corporations frequently change hands and new technologies are introduced that further support community media and the proliferation of the public-voice, the Chair of the MCAM INC. Board of Directors or his/her designee may be invited by the City to provide input and advice during any future cable (CATV), satellite (DBS), or other electronic media that the City of Manchester may regulate as keeper of the public trust.

13. FUNDING

- A.) The City shall provide to MCAM INC. Inc.—for the duration of this agreement funding based on the following formula: One-fifth (20%) of the cable franchise fee shall be paid directly to MCAM INC. Inc. on an annual basis. The formula for determining payment shall be as follows: 1% of the cable company's applicable gross receipts that is due the City of Manchester for the sum of the previous 4 (four) quarters ending FY June 30th of each year for the duration of this contract. Said payment shall be

Q

due and payable to MCAM INC. Inc. on or before the October 31st each year that this contract shall be in effect.

- B.) The City agrees to provide MCAM INC. with a one-time endowment of \$350,000 from the PEG access facilities and equipment grant received pursuant to the Cable Television Renewal Franchise, as amended, for PEG Access equipment and facility purposes. MCAM INC. shall use said funds for the purchase or maintenance of equipment and facilities as provided for in the Cable Television Renewal Franchise Dated October 20, 2000 as amended.
- C.) Manchester Community Television (MCTV) has agreed to a specific list of current-use equipment that will be transferred to the public access station (MCAM INC.) for initial start-up, the approximate value of this equipment is \$60,000.

14. ANNUAL PLAN & REPORTS

- A.) On or before February 1st of each year MCAM INC. shall provide the City with an annual report for the previous fiscal year (October 1st to September 30th).
- B.) The annual report shall, at minimum, include the following:
 - 1. The estimated number of hours of local and original public access programming produced and cablecast in the previous fiscal year.
 - 2. The training classes to be offered and their frequency.
 - 3. Other public access activities planned by MCAM INC..
 - 4. A current and complete list of MCAM INC.'s Officers and Board of Directors as well as a current list of MCAM INC. employees.
 - 5. Financial statements for the prior fiscal year audited by an independent certified public accountant. The annual audit shall at minimum include a detailed budget summary as well as a detailed equipment and facilities inventory.

15. USE OF FRANCHISE FEE FUNDS

MCAM INC. shall spend funds received from the cable franchise fee solely for the purposes listed in its strategic plan and subsequent annual reports. Upon

Q
termination of this Agreement all funds received from the City as well as the annual Cable Franchise payment not expended shall be returned to the City.

16. BOOKS, RECORDS AND STATEMENTS

- A.) Books and Records. MCAM INC. shall keep, in accordance with generally accepted accounting principals, such books of account and record as will properly reflect all income received and disbursements made in connection with the operation of the public access channel(s) as well as with the operation and maintenance of all MCAM INC. equipment and facilities. Said books of account shall specifically identify and account for all funds received from the City as well as account for all equipment and facilities as are owned by the City and used by MCAM INC.. The records maintained by MCAM INC. shall include, without limitation, all reports, vouchers, receipts, invoices, bills, agreements, checks, cancelled checks, check stubs and all other books, records, papers and documents relevant to the management and operation of MCAM INC., its equipment and facilities as well as the public access channel(s). Such books and records shall be kept at MCAM INC.'s place of business and shall be open for inspection by the City, or its duly authorized representative, during MCAM INC.'s business hours. MCAM INC. shall keep such records for a period of 3 years after the expiration of the year to which the records pertain.
- B.) Annual Audit. MCAM INC. shall cause the books and records called by this Agreement to be audited annually by an independent auditor, within ninety (90) days of September 30th of each year. A report of such audit, prepared in accordance with generally accepted accounting principles, consistently applied, shall be delivered to the City within thirty (30) days of the completion thereof.
- C.) Audit by City. The City or its designee shall have the right to conduct its own audit of any and all books and records of MCAM INC. upon reasonable notice. Upon such notice MCAM INC. will make all of its books and records available to the City or its designee at MCAM INC.'s place of business.

17. TERMINATION

- A.) The City shall have the right to terminate this Agreement, including all funding provided for under paragraph 13, upon one hundred twenty (120) days written notice to MCAM INC. for:
1. Breach of any provision of this Agreement by MCAM INC.
 2. Malfeasance, misfeasance, misappropriation or misuse of funds

provided by the City

3. ~~_____~~ 3. Loss of 501 (c)(3) status by MCAM INC.

4. Revocation of the designation of MCAM Inc as access provider for the City's public access channels.

- B.) Upon termination of this Agreement MCAM INC. shall immediately transfer to the City all equipment, real property, fixtures, contracts, leases, deposit accounts, funds or other assets received by or purchased by MCAM INC. with funds provided by the City and the Cable Franchise annual payment.

18. SUBLET OR ASSIGNMENT

MCAM INC. shall not assign, sublet or otherwise attempt to transfer this Agreement, any interest herein or any portion hereof, without the express written consent of the City, which consent the City in its sole discretion may grant or deny.

19. APPLICABLE LAW

New Hampshire law shall control the interpretation and enforcement of this Agreement.

20. NOTICES

Any notices or other communication in regards to this Agreement may be given by either MCAM INC. or the City by delivering in hand or by mailing via the United States mail, postage prepaid to the following:

To the City of Manchester
City Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

With copies to:
Mayor
One City Hall Plaza
Manchester, New Hampshire 03101

City Solicitor
One City Hall Plaza
Manchester, New Hampshire 03101

Q

To Manchester Community Access Media, Inc.:
Manchester Community Access Media, Inc
P.O. Box 5274
Manchester, New Hampshire 03108

MCAM INC. or the City may change the person or office to which notice is to be given, or any address at any time by written notice to the other party.

21. ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties and supersedes all prior negotiations or agreements.

22. AMENDMENT

This Agreement shall only be amended by written agreement. No purported oral amendment or agreement shall be valid.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Manchester

Date

Robert A. Baines
Mayor

MCAM INC.

Date

By: _____

Title: _____

R

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Traffic/Public Safety respectfully advises, after due and careful consideration, that it has approved Ordinance:

“Amending Chapter 70: Motor Vehicles and Traffic of the Code of Ordinances of the City of Manchester by amending Section 70.40 Towing by increasing the towing fees.”

and recommends same be referred to the Committee on Bills on Second Reading for technical review.

Respectfully submitted,

L. R. Bernier

Clerk of Committee

R

City of Manchester New Hampshire

In the year Two Thousand and Five

AN ORDINANCE

"Amending Chapter 70: Motor Vehicles and Traffic of the Code of Ordinances of the City of Manchester by amending Section 70.40 Towing by increasing the towing fees."

BE IT ORDAINED, By the Board of Mayor and Aldermen of the City of Manchester, as follows:

- I. Deletions to existing ordinance language are ~~struckthrough~~. New language appears in **bold**. Sections of the following chapter that remain unchanged appear in regular type.

§ 70.40 TOWING.

(A) (1) Any company or person which tows a motor vehicle without the consent or authorization of the owner or operator of the motor vehicle shall not charge a towing fee in excess of ~~\$50~~**\$70 during regular business hours. The fee for a tow conducted at a time other than regular business hours shall be \$85. For purposes of this section, "regular business hours" shall mean, at a minimum, the hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excepted, as well as any other posted business hours. The company or person shall post the business hours of its storage lot and shall disclose such information upon request of the owner or operator of a motor vehicle.**

(2) Any company or person which tows a motor vehicle without the consent or authorization of the owner or operator of the motor vehicle shall not charge a fee in excess of \$25 per day for storing the towed motor vehicle. There shall be no storage fee for the first 24 hours after a motor vehicle is towed.

(B) No company or person shall charge any fee other than a towing fee or storage fee, as provided for in § 70.40 (A), for a motor vehicle which has been towed without the consent or authorization of the owner or operator; except a company or person may charge a service fee of up to \$25 to release a motor vehicle from a storage lot to its owner or operator at a time other than regular business hours. ~~For purposes of this section, "regular business hours" shall mean, at a minimum, the hours from 7:00 a.m. to 5:00 p.m., Monday through Friday, holidays excepted, as well as any other posted business hours. The company or person shall post the business hours of its storage lot and shall disclose such information upon request of the owner or operator of a motor vehicle.~~ In the event a service fee is charged, the company or person shall have the owner or operator sign an acknowledgment upon the release of the motor vehicle. The acknowledgment shall specify the date and time the vehicle was released, the location of the storage lot, and the amount of the service fee charged. No "hoisting", "let-down", "standby" or "gate" fee shall be charged.

(C) Any company or person which has towed a motor vehicle without the consent of the owner or operator shall release to the owner or operator any and all property contained within or on such vehicle, but not attached to the vehicle, upon request by the owner or operator of the vehicle without requiring the payment of any fee therefore including the towing fee and the storage fee provided for in § 70.40 (A).

- II. This ordinance shall take effect upon its passage.

S

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Traffic/Public Safety respectfully recommends, after due and careful consideration, that the following regulations governing standing, stopping, and parking and operation of vehicles, be adopted pursuant to Chapter 70 of the Code of Ordinances of the City of Manchester and put into effect when duly advertised and the districts affected thereby duly posted as required by the provisions of that chapter and chapter 335 of the Sessions Laws of 1951.

Section 70.36 Stopping, Standing, or Parking Prohibited

STOP SIGNS:

On Oakland Avenue at Cushing Avenue

NO PARKING:

On Clarke Street, north and south sides, from Walnut Street to the dead end
On Beech Street, west side, from Myrtle Street to a point 100 feet north

TRAFFIC SIGNALS (EMERGENCY ACT):

Commercial Street and Granite Street
Install exclusive pedestrian phase
Install audible pedestrian signals

REPEALING PROVISIONS

That all rules and regulations now in effect in accordance with the provisions of an Ordinance "Chapter 70 Motor Vehicles and Traffic" as adopted August 6, 2002, with subsequent amendments thereto and inconsistent with the traffic rules and regulations herein adopted be repealed.

Respectfully submitted,



Clerk of Committee



CITY OF MANCHESTER
Department of Health

1528 Elm Street
Manchester, NH 03101-1350
Telephone: (603) 624-6466
Administrative FAX: (603) 628-6004
Community Health FAX: (603) 665-6894
School FAX: (603) 624-6584
www.ManchesterNH.gov

BOARD OF HEALTH
Attorney Robert Christy, Chair
Nicholas Skaperdas, D.M.D., Clerk
Laura Smith Emmick, M.D.
Jazmin Miranda-Smith, M.Ed.
M. Mary Mongan, R.N.

Frederick A. Rusczek, M.P.H.
Public Health Director

Richard DiPentima, R.N., M.P.H.
Deputy Public Health Director

April 11, 2005

Manchester Board of Mayor and Aldermen
City Clerk's Office
1 City Hall Plaza
Manchester, NH 03101

RE: Unpaid Leave of Absence; Patricia Turcotte, R.N., B.S.N

Ladies and Gentlemen:

We have received a request from Patricia Turcotte, RN, BSN, to take an unpaid leave of absence to tend to family matters out of state. The period of leave is anticipated to be four to eight weeks.

In accordance with Section 33.076 of the City of Manchester Code of Ordinances, the Board of Mayor and Aldermen may authorize employees to take special leaves of absences for unusual circumstances.

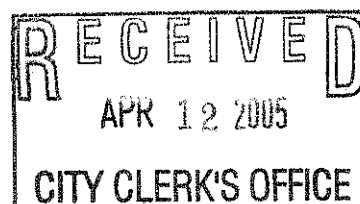
Ms. Turcotte, who oversees the Department's HIV/STD program, has been a greatly valued staff member since she began employment with the Manchester Health Department over ten years ago. The department is in full support of this unique request and further advises that fellow staff members will cover Ms. Turcotte's work duties during this period of leave.

We urge the Board's favorable action on this request.

Sincerely,

Frederick A. Rusczek, MPH
Public Health Director

cc: Virginia Lamberton, Human Resources Director
Patricia Turcotte, RN, BSN
Sandra Buseman, MD





**City Of Manchester
Department of Highways
Environmental Protection Division**

300 Winston Street
Manchester, New Hampshire 03103-6826
(603) 624-6595 Fax (603) 628-6234

10
Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

April 12, 2005

The Honorable Board of Mayor and Aldermen
One City Hall Plaza
Manchester, New Hampshire 03101

RE: Warrant for Sewer Charges Levy 2004
Period #4

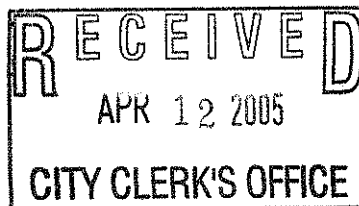
Dear Board Members:

Please be advised that the warrant for Sewer Charges encompassing all delinquent sewer rental charges from November 25, 2004 to February 17, 2005, in accordance with RSA:9 and 252:10, that are to be committed to the Collector of Taxes will be included on the agenda for the April 19, 2005 meeting of the Board of Mayor and Aldermen. A clerk will submit the amount of said warrant at the time of the meeting.

Sincerely,

June George
Business Service Officer

/JG



11

City of Manchester New Hampshire

In the year Two Thousand and Five

A RESOLUTION

"Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of One Million One Hundred Seventy Eight Thousand Five Hundred Eighty Four Dollars (\$1,178,584) for various Homeland Security & Hazardous Material Projects."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2005 CIP as contained in the 2005 CIP budget; and

WHEREAS, Table 1 contains all sources of Federal, State, and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funding in the amount of \$1,178,584 for various Homeland Security and Hazardous Materials activities;

NOW, THEREFORE, be it resolved that the 2005 CIP be amended as follows:

1) **By adding:**

A)	FY2005 CIP 411705 Homeland Security Competitive Grants -	\$ 310,689
B)	FY2005 CIP 411805 Public Health Response for Bioterrorism -	\$ 11,645
C)	FY2005 CIP 411905 Hazardous Material Grant -	\$ 106,250
D)	FY2005 CIP 412005 FIRE Act Grant -	\$ 750,000
	Total	\$1,178,584

Resolved, that this Resolution shall take effect upon its passage.

City of Manchester New Hampshire

In the year Two Thousand and Five

A RESOLUTION

"Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Five Thousand Dollars (\$5,000) for the 2005 CIP 214205 Endowment for Health – Health Link Program."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2005 CIP as contained in the 2005 CIP budget; and

WHEREAS, Table 1 contains all sources of Federal, State and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to accept funding in the amount of \$5,000 from the Endowment for Health for the implementation of the Endowment for Health – Health Link Program;

NOW, THEREFORE, be it resolved that the 2005 CIP be amended as follows:

By adding:

FY2005 CIP 214205 – Endowment for Health – Health Link Program - \$5,000 Other

Resolved, that this Resolution shall take effect upon its passage.

11

City of Manchester New Hampshire

In the year Two Thousand and Five

A RESOLUTION

"Amending the FY2004 and 2005 Community Improvement Program, transferring, authorizing and appropriating funds in the amount of Eighty Six Thousand Eight Hundred Fifty Two Dollars and Ninety Five Cents (\$86,852.95) for the 2005 CIP 510005 Park Facilities Improvement Program."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2004 and 2005 CIP as contained in the 2004 and 2005 CIP budget; and

WHEREAS, Table 2 contains all sources of Community Development Block Grant funds, Emergency Shelter Grant Funds, and Home funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to provide additional funds necessary for the renovations of the Piscataquog River Park ball field and the renovation of the Raco Theodore Pool; and

WHEREAS, Unencumbered funds in the amount of \$86,852.95 remain in the Downtown Parks Rehabilitation project;

NOW, THEREFORE, be it resolved that the 2004 and 2005 CIP be amended as follows:

By decreasing:

FY2004 CIP 510404 – Downtown Parks Rehabilitation Project - \$86,852.95 CDBG

By increasing:

FY2005 CIP 510005 – Park Facilities Improvement Program - \$86,852.95 CDBG
from \$3,071,691.04 (\$2,459,307.04 Bond; \$612,312.00 Federal) to \$3,158,471.99 (\$2,459,307.04 Bond; \$612,312.00 Federal and \$86,852.95 CDBG)

Resolved, that this Resolution shall take effect upon its passage.

City of Manchester New Hampshire

In the year Two Thousand and Five

A RESOLUTION

"Amending the FY2005 Community Improvement Program, authorizing and appropriating funds in the amount of Two Hundred Sixty Thousand Dollars (\$260,000) for the 2005 CIP 710205 Public Works Infrastructure Program."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2005 CIP as contained in the 2005 CIP budget; and

WHEREAS, Table I contains all sources of Federal, State and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$260,000 from the Community Development Finance Authority (CDFA) for the Hands Across the Merrimack project; and

NOW, THEREFORE, be it resolved that the 2005 CIP be amended as follows:

By increasing:

FY2005 CIP 710205 – Public Works Infrastructure - \$260,000 Other - CDFA
from \$2,760,000 (\$1,710,000 Bond; \$750,000 Cash and \$300,000 Other) to \$3,020,000 (\$1,710,000 Bond; \$750,000 Cash; \$300,000 Other; and \$260,000 Other – CDFA)

Resolved, that this Resolution shall take effect upon its passage.

(1)

City of Manchester New Hampshire

In the year Two Thousand and Five

A RESOLUTION

“Authorizing the Finance Officer to effect a transfer of Fifty Thousand Dollars (\$50,000.00) from Contingency to Environmental Protection Division- Fuel Oil”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

That the Finance Officer be and is hereby directed to effect a transfer from Contingency Adjustment as follows:

Fuel Oil	Account 2701E20653.....\$50,000.00
----------	------------------------------------

Resolved, that this resolution shall take effect upon its passage.

For “increase per gallon for fuel”